

BILL NO. S-96-08-05

SPECIAL ORDINANCE NO. S- 70-96

AN ORDINANCE of the Common Council fixing, establishing and ratifying compensation for certain City employees of the City of Fort Wayne, Indiana, represented by the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, LOCAL 723.**

WHEREAS, this Council is required to approve all collective bargaining decisions with regard to annual pay and monetary fringe benefits; and

WHEREAS, such compensation for employees of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, LOCAL 723 has been arrived at pursuant to an agreement reached by and between the City and the in accordance with collective bargaining as authorized and envisioned by the City's salary ordinances (two copies of said agreement are on file in the Clerk's Office and available for public inspection); and

WHEREAS, said agreement is for three (3) years, but pursuant to Indiana law, the compensation provided for therein must be annually ratified; and

WHEREAS, the Common Council desires to express its approval of the agreement and the compensation package for the year 1996; and

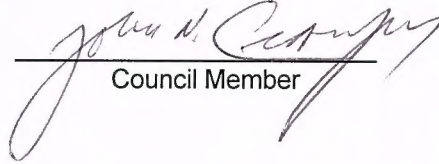
WHEREAS, this ordinance is necessary to ratify, fix and establish such compensation for said employees of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, LOCAL 723 for the year 1996.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

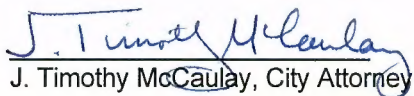
SECTION 1. The 1996 - 1998 Agreement by the Between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, LOCAL 723 and

1 the City of Fort Wayne, two copies of which are on file in the Office of the City Clerk and
2 available for public inspection, is hereby approved and ratified in all respects, including the
3 compensation package for the year 1996.

4 **SECTION 2.** This Ordinance shall be in full force and effect from and after its
5 passage and any and all necessary approvals by the Mayor.

6
7 
8 Council Member

9 APPROVED AS TO FORM
10 AND LEGALITY

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12 J. Timothy McCaulay, City Attorney
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Read the first time in full and on motion by Crawford,
and duly adopted, read the second time by title and referred to the
Committee on Finance (and the City Plan Commission
for recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne,, Indiana, on _____, 19____, the _____ day of _____
_____, M., E.S.T. _____, at _____ o'clock

DATED: 8-13-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Crawford,
and duly adopted, placed on its passage. PASSED 10-8-96
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 10-8-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) _____ (APPROPRIATION) _____ (GENERAL)
(SPECIAL) _____ (ZONING) _____ ORDINANCE : RESOLUTION NO. 70-96
on the 8th day of October, 19 96

ATTEST:

Sandra E. Kennedy (SEAL)
SANDRA E. KENNEDY, CITY CLERK DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 9th day of October, 19 96,
at the hour of 11:30 o'clock A., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of October,
19 96, at the hour of 8:00 o'clock A. M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. S-96-08-05

Leah
Aug 27
Sept 3

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~XXXXXXXXXX~~) of the Common Council fixing,
establishing and ratifying compensation for certain City employees
of the City of Fort Wayne, Indiana, represented by the INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO, LOCAL 723

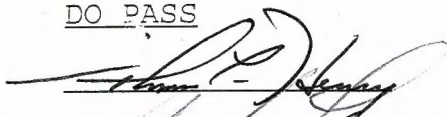

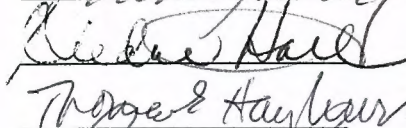
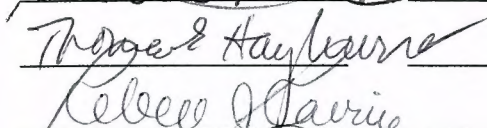
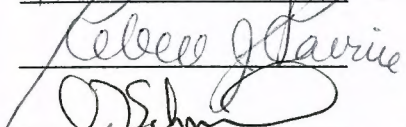
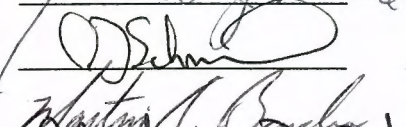
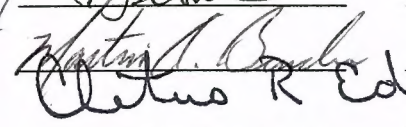
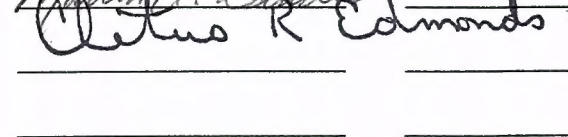
HAVE HAD SAID (ORDINANCE) (~~XXXXXXXXXX~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~XXXXXXXXXX~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

	_____	_____	_____
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_____	_____	_____	_____

DATED: 10-8-96

Sandra E. Kennedy
City Clerk



INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS • A.F.L.-C.I.O.

5401 KEYSTONE DRIVE
FORT WAYNE, INDIANA 46825
OFF: (219) 484-0373
FAX: (219) 484-0609

LOCAL UNION #723



39 S. THIRTEENTH STREET
TERRE HAUTE, INDIANA 47807-3907
OFF: (812) 232-1444
FAX: (812) 238-1924

September 26, 1996

J. Timothy McCaulay
Attorney, City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

Dear Mr. McCaulay:

The contract between the City of Fort Wayne, Department of Parks and Recreation and the International Brotherhood of Electrical Workers, Local 723 was ratified by a 28-14 margin on Thursday, September 26, 1996. Please forward the contract to city council for acceptance.

Sincerely,

A handwritten signature in cursive script, reading "Bruce L. Getts".

Bruce L. Getts
Business Representative

DIGEST SHEET

TITLE OF ORDINANCE: Approving negotiated contract for employees of the Parks and Recreation Department covered by the **International Brotherhood of Electrical Workers, Local 723** for January 1, 1996 through December 31, 1998

DEPARTMENT REQUESTING ORDINANCE: Human Resources

SYNOPSIS OF ORDINANCE: Approval of 2.5 percent increase for 1996, and a 3 percent increase for 1997 and 1998, covered by Appendix A - Three Year Summary - Wage Scale.


EFFECT OF PASSAGE: 2.5 percent wage rate increase over 1995 rates.
3.0 percent wage rate increase over 1996 rates.
3.0 percent wage rate increase over 1997 rates.

EFFECT OF NON-PASSAGE: Rates remain at 1995 levels.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

1995 budgeted costs	- 75 employees	- \$1,741,052	
1996 actual costs	- 71 employees	- \$1,692,435	(48,617)
1997 actual costs	- 71 employees	- \$1,774,960	+82,525
1998 actual costs	- 71 employees	- \$1,834,321	+59,361

LAW DEPARTMENT MEMORANDUM

TO: MEMBERS OF COMMON COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL 
SUBJECT: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 723
DATE: SEPTEMBER 30, 1996

Listed below is a summary of changes in the 1996 - 1998 IBEW agreement:

ARTICLE I - PERIOD OF AGREEMENT: Three year agreement.

ARTICLE VIII - WAGES, HOURS AND CONDITIONS

Section 4 Overtime and Special Assignment - Work designated by the Employer as "special assignment" work shall be paid at one and one-half times the employee's regular hourly rate unless the time qualified for a higher premium pay. Overtime and Special Assignment shall be paid or given as compensatory time at the employee's option. However, the employee may not split an individual unit of time.

Section 13 Health and Safety - It is agreed that a union employee will not be involved in any items leading to discipline.

Section 15 Inclement Weather - S10 Emergency and Inclement Weather Action Plan dated December 14, 1994 has been incorporated into the contract.

Section 17 Commercial Driver's License - Commercial Driver's License agreement has been incorporated into the contract.

ARTICLE XI - VACANCIES & PROMOTIONS

Section 1 (E) Vacancies - Seasonal employees assigned to work three (3) or more consecutive days in the classification of a regular employee, shall be paid the start rate of pay for that classification for all regular hours worked over eight (8) hours, retroactive to the beginning of the second day. Seasonal employees may only work up in the positions specified in this section.

ARTICLE XII - SICK AND ACCIDENT LEAVE - Regular employees hired after December 31, 1995 shall accrue sick time at 1.54 hours per week (2 weeks per year). Sick Abuse Language has been incorporated.

ARTICLE XIII - INSURANCE

Section 1 - Listed below are the employees cost per month for basic \$250 deductible group insurance benefits:

1996 - Rates shall remain the same as 1995.

1997 and 1998 - the employee's cost shall be no greater than 14.5% of the PERF premium for qualified retirees established for said plan. If any other bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1997 and 1998, the 1997 and 1998 rates set forth in this agreement shall be modified to reflect any such lower rate(s).

Section 2 - Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of ten thousand dollars (\$10,000) at no cost to the employee for the rest of his life.

ARTICLE XIV - FUNERAL LEAVE

Section 1 Funeral Leave - Incorporate City Policy regarding death leave granting the employee three (3) consecutive work days off for immediate family.

ARTICLE XVIII - VACATION

Vacation will be utilized on a calendar year basis (January 1 - December 31) after one year of employment. Employees hired prior to January 2, 1996 shall have their choice of receiving a fifth week of vacation or a longevity bonus payable upon 20 years of service and each year thereafter. Employees hired after January 2, 1996 shall receive four weeks of vacation upon 20 years of service and each year thereafter.

ARTICLE XIX - PERSONAL TIME

Section 1 - Personal Time - Employees with five years or more of service shall receive seven days personal time each calendar year. One day or eight (8) hours of personal time may be taken in one (1) hour increments.

ARTICLE XXII - WAGES

Section 1 - Skill Based Compensation - The Union and the City have agreed to establish a Labor/Management Committee to set Skill Based Compensation (SBC) standards and rates. The Skill Based Compensation shall be primarily designed for skilled trades. A Skill Based Compensation Program shall be in place by January 1, 1997.

Section 2 - Signing Bonus - Each employee shall receive a signing bonus which is 2.5% of the rate for all hours compensated each employee beginning on January 1, 1996 through August 2, 1996. Employees eligible for the signing bonus shall be employed by the Parks Department on August 5, 1996.

Section 3 - Wage Schedule - Wage increases are as follows:

1996 - 2.5% over 1995 rates

1997 - 3.0% over 1996 rates

1998 - 3.0% over 1997 rates

Equity increases are listed on Appendix A.

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723

January 1, 1996 through December 31, 1998

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ARTICLE I

Section 1. Agreement: The City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and The International Brotherhood of Electrical Workers Local 723, hereinafter referred to as the Union, as registered by the Secretary of the State of Indiana, entered into this Agreement dated January 1, 1996.

Section 2. Duration: This Agreement shall remain in full force and effect from January 1, 1996 thru December 31, 1998, and thereafter shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by registered mail, before any termination date, of its intention to change, alter, modify, or cancel this Agreement.

Section 3. Prior Agreement: This Agreement supersedes all prior agreements between the Employer and the Union with respect to wages, rate of pay, hours of employment and all other conditions of employment. All prior agreements shall be void and of no force and effect.

Section 4. Gender: Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE II - UNION RECOGNITION

Section 1. Recognition: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Department of Parks and

Recreation, except those employees as listed herein: Administrators, Supervisors, Clerical, Park Police and those employees of the Recreation Department who perform more than 50 percent of their duties in recreational activities, with respect to wages, rate of pay, hours of employment, and other conditions of employment.

Section 2. Harmony Clause: The Employer and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Parks and Recreation Department, and the Union will be benefitted.

Section 3. Union Activity: The Union agrees that there shall be no interruption or suspension of work for the solicitation of membership, dues or other Union activities during working hours. The Union further agrees that it shall not hold or authorize any kind of a meeting or election on Parks and Recreation Department premises without prior approval from the Director of Parks and Recreation.

Section 4. Collection of Union Dues: The Employer agrees, upon written authorization, to deduct from such member's first pay ending of each month the amount of Union membership dues and/or initiation fee, and to remit the same to the Union, during the life of this Agreement.

Section 5. Union Security: It is agreed between the parties hereto that all employees shall become members of the Union as a condition of employment hereunder on the thirty-first day after the execution of this Agreement. In lieu of membership in the Union, employees shall pay an agency shop fee as determined by the Union.

A. New employees shall make arrangements with the Union for membership therein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership in good standing as a condition of employment under

this Agreement.

B. Position of Golf Pro-Greenskeeper or Supervisor C-Greenskeeper shall, by the nature of skills and knowledge needed, be considered professional positions and shall be exempt from future attempts to have them included in this bargaining unit for the life of this contract.

C. All seasonal maintenance employees, except as delineated in Paragraph D below, shall be considered part of the bargaining unit. After a period of ninety (90) days in a calendar year, seasonal employees covered by this Agreement shall be required to pay Union dues. In lieu of membership in the Union, the aforesaid obligation shall be satisfied by paying to the Union an amount equal to the regular membership fee. The City shall provide the Union with bi-weekly seasonal employee status reports and monthly payroll runs.

D. All future employees of the Zoo who perform functions of caring for the animals, selling tickets, etc. (i.e., seasonal employees of the Zoo,) shall remain as non-union positions and the Union waives all future claims to represent said employees for the life of the contract.

E. The Employer shall notify the Business Manager of the Union of the date of employment and classification of each new employee.

F. The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

G. If an employee fails to comply with the preceding provisions, the Union shall advise him by certified letter (with a copy to the **Director of Public Safety/Human Resources**) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter,

the Union will request the City to terminate his employment.

If the employee has not complied by the end of the period, the Union shall notify the **Director of Public Safety/Human Resources**, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other benefits established by this Agreement.

H. Seasonal employees shall not be eligible for any fringe benefits under this Agreement until completion of seven (7) months of continuous employment with the City. At such time employee shall begin to accrue benefits from that seven (7) month date. Such employees shall be paid rates as established by management as long as such rates do not exceed the lowest rate paid in the wage schedule attached.

ARTICLE III - NON-DISCRIMINATION AND NO STRIKE

Section 1. Non-discrimination: It is understood that neither the Employer nor the Union will discriminate against any employee because of participation in activities on behalf of the Union; or because of race, creed, color, national origin, religion, sex, age, handicap or political affiliation. It is further agreed that any violation of Title VII of the 1964 Civil Rights Act, as amended, as well as the Equal Pay Act of 1963, Executive Order 11245 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Any conflict between the provisions of this Agreement and the requirements of the Americans with Disabilities Act shall be resolved in favor of the Act.

Section 2. No-strike: The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute during the term of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Management Rights: Except as otherwise specifically provided in this Agreement, the Union recognizes that the Employer has jurisdiction over all matters concerning the management of the department, including but not limited to the right to employ, transfer, promote and demote; to set physical qualifications, discipline, suspend, or discharge for proper cause; to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reason; to assign work and the number of hours worked including overtime work; to set rules for the conduct of employees and operation of the Parks and Recreation Department recognizing that all employees are to be treated with equality and justice.

Section 2. Work Rules: The Union shall be notified of the establishment of fair work rules, which shall be posted, and shall also be notified of any changes prior to implementation. Disputes arising from the establishment and change of these rules shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Section 3. Subcontracting: Management shall have the right to subcontract work out so long as the following provisions are complied with:

1. No regular bargaining unit employees who are affected by any decision to contract work out will be offered less than 40 hours per week.

2. No regular bargaining unit employees who are affected by any decision to contract work out shall suffer a loss in pay or wage rate.

3. No regular bargaining unit employees who are affected by any decision to contract work out shall change their reporting location without mutual consent being received from the affected employee and supervisor.

4. To the purpose of pay, employees affected by decisions to contract work out will be treated as employees involved in Temporary Assignments. Such temporary assignment designation shall continue until the subcontracted project has been completed. (Said designation shall follow the objectives of Article XI, Section 1.D.)

5. No regular bargaining unit employees who are affected by any decisions to contract work out shall be laid off.

6. During the period of Temporary Assignment, the affected employee(s) may bid on posted positions or may wait for the subcontracted position to re-open.

7. No regular bargaining unit employees who are affected by any decision to contract work out shall lose their job classification.

ARTICLE V - REPRESENTATION

Section 1. Lost Time-Negotiations: The Employer will pay lost time for not more than four (4) employees representing the Union in negotiations or for preparation thereof on the day of negotiations.

Section 2. Meetings: Union representatives shall meet with the Management Committee as needed. Union representatives shall suffer no loss of pay for attending such meetings during

working hours.

Section 3. Notices: Notices to the Union, as required by this Agreement, shall be in writing and directed to the Business Manager, except as otherwise specifically provided in this Agreement.

Section 4. Bulletin Boards: The Employer agrees to furnish to the Union, space on bulletin boards which shall be used exclusively for Union notices. Such bulletin boards shall be located in conspicuous places satisfactory to the Employer and the Union. All such notices as posted by the Union shall be signed by an authorized Union representative.

Section 5. Inspection: Any official representative of the Union shall have access to Park maintenance shop and work areas at all reasonable hours, upon notification to the Parks and Recreation Department staff, for the purpose of investigating working conditions. The investigations shall not interfere with the operations of the Department.

Section 6. Officers: The Union shall notify the **Director of Public Safety/Human Resources** and the Director of Parks and Recreation, in writing, within ten (10) days of election, of the names of its officers, and Chairman and members of the Bargaining Committee, including the assigned division of each officer or committeeman.

Section 7. Union Stewards: The Employer recognizes the right of the Union to designate stewards. The authority of stewards so designated shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

B. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

Section 8. Leaves for Union Business:

A. Any employee who resigns to accept as primary employment a full-time paid position in Local 723 shall, at the expiration of the term in office, be reinstated to his former position including all seniority time and rights, provided he is qualified and able to perform the work. It is understood that in case of return of such an employee, other employees below him on the seniority list will be demoted if necessary. In computing seniority, time served as a representative of the Local Union shall be considered as time worked for the Parks Department.

B. Employees called to transact Union Business not in conflict with City interests which requires them to be absent from duty with the Parks Department shall, upon twenty-four hours notice to the Superintendent of Parks and with proper permission, be granted the necessary time off without pay.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of this Agreement. All grievances shall be submitted in writing and shall contain a clear, concise statement of the alleged violation and redress sought, refer to

the Contract provision allegedly violated, and identify and be signed by the aggrieved employee(s) and Union steward.

Section 2. First Step: All grievances shall be first discussed by the aggrieved employee(s) and a steward with the immediate supervisor. The immediate supervisor will provide a written answer within three (3) working days.

Section 3. Second Step: If the grievance is not satisfactorily adjusted under the provisions of Section 2, the Union, through its designated representative, may appeal the decision to the Director of Parks and Recreation or his designated representative within five (5) working days of the date of the supervisor's answer. Upon presentation of the grievance to this level, the Director of Parks and Recreation or his representative shall arrange a meeting within five (5) working days with the Union, and forward to the Union his written answer based upon the meeting and discussion therein within five (5) working days after said meeting.

Section 4. Third Step: If no satisfactory settlement is reached in the provisions of Section 3, the Union shall forward the grievance, within five (5) working days to the Director of **Public Safety/Human Resources**. The Director of **Public Safety/Human Resources** will arrange to meet with the Union within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of **Public Safety/Human Resources** will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Section 5. Fourth Step: Only grievances which resulted from an alleged violation of the provisions of this Contract which the parties are unable to settle by the use of the grievance procedure contained herein may be submitted to arbitration.

Section 6. Union Representation: Once a grievance has been presented by the Union to the Director of Parks and Recreation, representatives of the Parks and Recreation Department staff shall not discuss the grievance with the aggrieved employee or employees without the employee or employees being told of his right to have an authorized Union representative present.

Section 7. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 8. Time Limits: The Union must file a grievance within nineteen (19) calendar days of the occurrence of the event causing the grievance, to be eligible for handling under the Grievance and Arbitration procedure of the Agreement.

ARTICLE VII - ARBITRATION

Section 1. Panel of Arbitrators: The parties will request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such panel, the parties shall strike the names alternately until one name remains, who shall be deemed the arbitrator by mutual agreement of the parties. First choice shall be determined by flip of coin. The arbitrator shall proceed forthwith to examine into, and make determination of the matters in dispute.

Section 2. Proceedings: All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.

Section 3. Cost: Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceedings mutually agreed to in advance shall be borne equally by the Employer and the Union.

Section 4. Decision: The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 5. Arbitrator's Authority: The arbitrator shall not have the authority to add to, subtract from, or modify any provision of this Agreement nor to rule on any questions except the ones submitted for arbitration.

ARTICLE VIII - WAGES, HOURS AND CONDITIONS

Section 1. Normal Workday/Workweek: Eight (8) consecutive hours shall constitute a normal day's work scheduled between the hours of 6 a.m. and 4 p.m., with a twenty (20) minute paid lunch period to be taken at the work site, on each of five (5) consecutive days scheduled Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive.

Non-consecutive Days of Work: Regular employees may be scheduled non-consecutive days of work in a week as follows: Two (2) employees for the months of April through November in the Greenhouse; three (3) employees for the **period from May 1 through October 15** on the Building Cleaning Routes; and two (2) employees year round in the Conservatory. Up to a total of eleven (11) seasonal employees may be added to the previously identified number of regular employees; two (2) seasonal employees in the Greenhouse, seven (7) on Building Cleaning Routes, and two (2) in the Conservatory. The City may also hire seven (7) seasonal

employees for the golf courses, during the months March through November.

Shift Premium: A shift premium of twenty (20) cents per hour shall be paid for all hours worked, except overtime hours, between 5:00 p.m. and 6:00 a.m.

Lunch Period: Employees shall not leave the worksite with a private or City vehicle for the express purpose of obtaining a meal. If this policy is abused, the Employer shall notify the Union, and a discussion shall be held to implement joint measures to correct the abuse. In the event the corrective measures do not succeed, the Employer shall implement an unpaid lunch period of 30 minutes plus 15 minutes of paid travel time. The workday shall be adjusted accordingly. The Employer reserves the right to alter the normal working day or days when necessary, providing both affected employees and the Union are notified at least forty-eight (48) hours before such work schedule becomes effective.

Section 2. Rest Periods: One (1) rest period, not to exceed fifteen (15) minutes shall be allowed during the mid-morning and one (1) in the mid-afternoon of each working day.

Section 3. Equipment Return Time: A maximum time of fifteen (15) minutes shall be allowed in any storage area for the purpose of returning equipment.

Section 4. Overtime and Special Assignment: Overtime and “Special Assignment” work when deemed necessary, shall be offered to the most senior qualified employee(s) in the classification(s) normally assigned to do the work. If no one is willing to work the overtime, it shall be assigned to the least senior qualified employee(s) in the work location. **If additional employees are needed, overtime or special assignment shall be offered by total bargaining unit seniority.**

An employee who refuses such assignments three (3) consecutive times shall be removed from the overtime call list. He may be reinstated by request, but will be removed if he refuses to work three consecutive times. An employee may also be removed from the call list by written request to the supervisor. Such request may be withdrawn at any time.

Qualified employees bypassed in error shall be compensated in the amount of time at the overtime rate acquired by the most senior person who worked.

Except as otherwise provided herein, **overtime and special assignment shall be paid as follows:**

- 1. Double time for hours worked on a holiday, in addition to the holiday pay provided in Article VIII, Section 9.**
- 2. Time and one-half for all hours worked in excess of forty hours in any seven (7) day work cycle.**

Overtime and special assignment shall be paid or given as compensatory time at the employee's option. However, the employee may not split an individual unit of time.

In the event that City General Ordinance No. G-22-92 is repealed, **overtime shall be paid as follows:**

1. Time and one-half for all work performed in excess of eight hours per day or on the employee's first scheduled day off.
2. Double time for all work performed on holidays or on the employee's second scheduled day off.
3. Time and one-half for all hours credited in excess of forty (40) hours per week; however, no pyramiding of premium pay shall be permitted.

Work designated by the Employer as “special assignment” work shall be paid at one and one-half times the employee’s regular hourly rate unless the time qualified for a higher premium pay.

Section 5. Time Clocks: A. All employees for whom time clocks are made available must check in and out on the clock regardless of the hours the employee works. All employees who will not be reporting to work must notify, by telephone, the Lawton Office or their immediate supervisor prior to the scheduled reporting time the day of the absence and each day thereafter unless arrangements are made with their supervisor.

B. Employees clocking in late or clocking out early shall be penalized by one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof he is late or leaves early.

Section 6. Call-in and Report-in Time: Any employee called to work or who reports to work at his normal working time, without prior notice not to report to work, shall be paid a minimum of four (4) hours pay. Any employee who leaves at his own request on a call-in shall be paid only for the time actually worked to the nearest one-tenth (1/10) of an hour.

Section 7. Emergency Work: An emergency may be declared only by the Mayor or the Director of Parks and Recreation, or designated representative. Any employee requested to work during any such declared emergency will report for work as soon as possible.

Section 8. Work Curtailment Vacancies: In the event of a reduction in a classification for lack of work within the classification, wherein a regular employee's job is discontinued or a regular employee having lesser seniority is displaced by an employee with greater seniority, the affected employee shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to perform the job. Qualifications and training considered

shall be those previously demonstrated by the employee while employed by the Parks and Recreation Department. Should the affected employee be unable to bump, Article X (Layoff and Recall) shall govern.

Section 9. Paid Holidays: A. Paid holidays are designated as follows:

- | | |
|--------------------------|------------------------------|
| 1. New Year's Day | 6. Veterans Day |
| 2. M. L. King's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Friday after Thanksgiving |
| 4. Independence Day | 9. Christmas Eve Day |
| 5. Labor Day | 10. Christmas Day |

B. Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work other than Monday through Friday schedules. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work other than Monday through Friday schedules. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday.) The intent of this Paragraph is to allow employees to receive five days pay for four days work. Therefore, employees that have workweeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 4 of this Article.

C. An employee must work or be on paid leave on the last scheduled working day before a holiday and on the next scheduled working day following a holiday to be eligible for holiday pay.

Section 10. Job Classifications: The Employer reserves the right to add or delete any job classification, provided that the Union is given fifteen (15) or more days notice in writing and discussion is held if requested by the Union, prior to the implementation of such change. Any addition or deletion shall be subject to the grievance and arbitration procedure in this Agreement.

Section 11. Retirement: The Employer and the Union will comply with the provisions of the Age Discrimination in Employment Act of 1979. All regular employees must participate in the Indiana Public Employee's Retirement Fund (PERF) in accordance with the rules set up by the Legislature and the Administrators of this fund. The City shall pay the employee portion of PERF contributions.

Section 12. Discipline and Discharge: The Employer shall not initiate disciplinary action against an employee after 19 calendar days from the date the incident occurred. The Employer agrees to notify the Division Steward and Business Manager in writing of disciplinary layoff of less than eight (8) hours of any regular employee. The Employer agrees to notify the Division Steward and Business Manager before the discharge or disciplinary layoff of eight (8) hours or more of any regular employee.

Section 13. Health and Safety: The Employer shall take reasonable precautions to insure the health and safety of employees by providing necessary safety equipment. In the event prescription safety glasses as approved by the City's Safety Department have been broken on the job, the City will replace same for employee. The Parks and Recreation Department Safety

Committee shall include one (1) representative to be appointed by mutual agreement of the Union and the Employer. **It is agreed that a union employee will not be involved in any items leading to discipline.**

Section 14. Physical Requirements:

A. The Employer may require any employee to submit to a physical examination at any time to determine the fitness of such employee to perform his duties in a safe and satisfactory manner. If, in the opinion of the physician, such employee's physical condition is not compatible with the kind of work available, he shall not be permitted to work. Any intentional misrepresentation or concealment in regard to physical condition may be the basis for discharge.

B. Any required physical examination shall be at the expense of the Parks Department.

Section 15. Inclement Weather: The Employer agrees that when certain limits of precipitation, temperature, or wind velocity are exceeded to the extent of causing extreme discomfort or causing undue safety hazards, outside work shall be suspended or modified whenever possible. The Director of Parks and Recreation or his/her designee shall be the sole judge of when work shall be suspended or modified because of inclement weather. **Refer to the SOP #: S10 Emergency and Inclement Weather Action Plan dated December 14, 1994.**

Section 16. Tools: The Employer will furnish special tools and protective equipment when these items are required in the work. If any or all of such Employer-owned equipment issued is lost or destroyed through an employee's fault or neglect, he shall pay the Employer for those items.

For Carpenters, Electricians, Masons, Mechanics, and Plumbers only, the Employer will furnish all equipment except the basic hand tools necessary for the performance of their duties

without cost to the employees. Employees who are furnished tools will be held responsible for them.

Tool replacements will be made in accordance with the following: (a) Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense. (b) Tools that break or wear out will be replaced by the Employer upon presentation of the broken or worn out tools.

Section 17. Commercial Driver's License: The Parks Department shall pay for physical examinations, renewal costs, and lost time to obtain and maintain a CDL if the employee's current job requires such a license. **It has been agreed by and between the City of Fort Wayne and the International Brotherhood of Electrical Workers that certain licensing requirements as indicated in position descriptions may be dealt with in the following manner;**

- 1) An employee promoted or bumped to a classification requiring specific licensing shall not receive a rate increase commensurate with such classification until she/he has obtained a valid licensing but after ten days on the job would receive the start pay rate if such rate is higher than current rate.**
- 2) Employees who are awarded a position requiring a Commercial Driver's License (CDL) shall have ninety (90) calendar days to obtain said license as required by the position description.**
 - All direct costs associated with obtaining the CDRL will be cost shared with the employee and the employer on a 50/50 reimbursable basis. The employee will pay all costs and then submit valid signed, dated receipts (with claim**

form) for processing and reimbursement of the employer's share.

- Pass or fail - physical examinations will be paid on the 50/50 basis noted above. However, only successful tests resulting in a valid CDL will be reimbursed. **FAILED TESTS WILL NOT BE REIMBURSED.**

Note: Required physical examinations may be conducted by the employee's primary care physician or by the employer's contract physician (appointment by Risk Management) - whichever is lesser in cost. The selection will be coordinated in advance with the employee's supervisor or manager.

- 3) Employees who are awarded a position requiring a **Chauffeur's License** shall have ten (10) calendar days to obtain said license. All costs associated with obtaining and maintaining this license shall be paid by the employee and are non-reimbursable;
- 4) Employees who are awarded a position requiring a **Category 3B, Turf Pesticide Control Applicator's license** or other licenses of a technical nature shall obtain said licenses on a case-by-case basis. Conditions of payment/reimbursement of fees associated with obtaining and maintaining such licenses will be handled on a case-by-case basis without establishing a precedence . This agreement shall not bind the parties as a precedent for any decision relating to this matter;
- 5) Failure to obtain appropriate licensing within the specific time frame will result in employee being returned to former classification;
- 6) There shall be no requirement to fill the position vacated by the promotion or bump outlined in #1 above, during the time employee is pursuing the prescribed

licensing.

ARTICLE IX - SENIORITY AND TERMINATION

Section 1. Definition:

A. Regular Employee - One who works the year around on a full-time basis, and who has accumulated three (3) months service or more.

B. Seasonal Employee - One who works on a full-time basis, but only for the length of a particular season.

C. Part-time Employee - One who works less than one half the regular scheduled full-time hours per year and less than full-time basis and only for the length of time he may be needed.

D. Probationary Employee - A person who has less than three (3) months of continuous, accumulated service.

E. Service - Accumulated time of employment on a full-time basis by an employee of the Civil City or City Utilities of Fort Wayne. Service shall be used for length of vacations and eligibility for sick leave.

F. Seniority - For the purpose of this Agreement, seniority shall be based on the most recent date of hire as a regular employee by the Parks and Recreation Department, except that stewards, Bargaining Committee members, and Union officers shall have super seniority and be the last laid off in the event a layoff occurs. Seniority shall be used for layoff and recall, job bidding, promotion and choice of vacation.

Section 2. Accumulation of Seniority:

A. A probationary employee with less than three (3) months' service or seasonal employee with less than seven (7) months' service has no seniority rights and his retention as an employee is entirely at the discretion of the Employer and not subject to reviewing under the Grievance Procedure.

B. A regular employee's seniority continues to accumulate throughout the time he is actively employed and working or on approved leave.

C. Part-time employees shall not be eligible for any fringe benefits with the exception of seniority based on hours paid and participation in PERF if minimum qualifications are met.

NOTE: Regular employees who become part-time as a result of layoff shall receive benefits on a prorated basis, with the exception of insurance which shall be continued while employee is in a pay status.

D. A regular employee absent because of lack of work or non-occupational disease or injury shall accumulate seniority during such period of absence equal to his previously accumulated seniority, but not to exceed a maximum of two (2) years. A written statement from a licensed physician may be required to substantiate absence due to non-occupational disease or injury.

E. A regular employee on any paid leave shall accumulate seniority during the period of such paid leave.

F. A regular employee on military leave shall accumulate seniority and service for the duration of such leave.

G. Any employee shall lose his service time or seniority upon termination.

H. Seniority lists covering all employees will be prepared by the Employer and sufficient copies thereof furnished to the Business Manager and Division Stewards every six (6) months. When two or more employees share the same seniority dates, the date of their application shall be used for seniority, first being oldest in seniority.

Section 3. Termination: Employees shall be terminated under the following conditions:

A. Failure to report for work for three (3) consecutive working days without proper notification.

B. After a regular employee's absence for a period of time equal to his previously accumulated seniority or two (2) years in accordance with Article IX, Section 2, Paragraph D.

C. Failure to report for work within three (3) working days after recall by the Employer following layoff as provided in Article X, Section 2.

D. Failure to report for work within three (3) working days from date an employee is released for work by the Employer's physician following an absence due to occupational disease or injury.

E. Overstaying a leave of absence.

F. Voluntarily resigning.

G. Being discharged for just cause.

H. Retiring.

I. Leaving the employ of the Employer by mutual agreement.

Section 4. Transfer: Any employee employed by the Fort Wayne Parks and Recreation Department who leaves the bargaining unit, shall retain his accredited service from the first date

of employment in the Parks Department. Seniority shall begin with the most recent date of employment in the bargaining unit. When the employee is reemployed in the bargaining unit and accumulates five years of continuous employment in the bargaining unit, the employee's previous bargaining unit seniority shall be bridged and there shall be added the five years of continuous seniority accumulated and he shall be placed in the appropriate place on the seniority list.

ARTICLE X - LAYOFF AND RECALL

Section 1. Layoff: Employees with less than one year of seniority may be subject to layoff. When employees are laid off for lack of work, they shall be laid off in the following order:

A. Seasonal employees shall be laid off first, with notice of at least five (5) working days to the employee and the Union.

B. Part-time employees shall then be laid off in inverse order of seniority, with notice of at least five (5) working days to the employee and the Union.

C. Regular employees shall then be laid off next in accordance with their seniority, with notice of at least ten (10) working days to the employee and the Union. Union officers, stewards, and Bargaining Committee members shall be laid off last and have top seniority for layoff. Any employee laid off shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to do the job. Qualifications considered shall be those previously demonstrated by the employee in the employ of the Employer.

Section 2. Recall: When there is a recall following layoff, Union officers, stewards, Bargaining Committee members, regular employees shall be returned to work first in the inverse

order from which they were laid off. Part-time employees shall then be recalled in like fashion. Seasonal employees shall then be recalled in any fashion. Any employee recalled shall be so notified by certified mail sent to his last known address. The Employer reserves the right to recall certain skilled employees, such as electricians, plumbers, and carpenters, out of seniority line provided specific agreement of the Union Business Manager is secured in each instance.

ARTICLE XI - VACANCIES AND PROMOTIONS

Section 1. Vacancies: A. Jobs vacated as a result of termination, promotion, reclassification, or transfer shall be posted for a period of five (5) working days. All employees who wish to bid on posted jobs must do so in writing, deposit one copy in the designated bid box at Lawton Pavilion and submit one copy to the supervisor of the job posted. The bid box to be opened by a Union official. If no bids are received, or if no employee who bids is qualified, the management shall have the right to fill such vacancies by other means.

B. If a vacancy resulting from any of the above reasons is not to be filled, the Parks Department shall notify the Union within ten (10) working days after the vacancy occurs. Job vacancies posted and bid shall be awarded within ten (10) working days of the end of the posting period.

C. Job vacancies of not more than thirty (30) days temporarily created by vacations, leaves of absence, sickness, injury or other similar causes shall be considered temporary vacancies and shall be filled without posting them and at the discretion of the employer. This time limit can be extended by mutual consent of the Union and the Employer.

D. Temporary job vacancies of more than thirty (30) days shall be filled by posting these jobs as temporary, and they shall be filled from within the bargaining unit. However, the vacancy need not be treated as temporary if there is an unchallenged medical certification which states that it is unlikely the employee will return to work.

E. **Assigned to work in a higher classification of work** shall receive the higher rate of pay after eight (8) hours on such assignment.

In the event an employee is assigned to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. **Seasonal employees assigned to work three (3) or more consecutive days in the classification of a regular employee, shall be paid the start rate of pay for that classification for all regular hours worked over eight (8) hours, retroactive to the beginning of the second day. Seasonal employees shall only work up in the following classifications: Ball Diamond Person, Garbage Truck Operator, Grounds Equipment Operator, Park Person C, Mechanic Helper, Recreation Leader A, Garden Helper, Greenhouse Helper. All higher temporary openings shall be first offered to regular employees.**

F. Employees awarded a job bid shall, from the date of such successful bid, thereafter be restricted from bidding laterally for six (6) months, provided, however, they have not been bumped to a lower **classification** due to job elimination or reduction in force. If such reduction has occurred, employees shall be eligible to bid as often as possible until previously higher **classification** that was held has been reached, at which time normal time restriction of six (6) months shall again apply.

G. The Park Department shall make a reasonable effort to post all City jobs that are opened within the City government. In addition, all City jobs are listed on the Jobline (427-1186,) which number can be reached 24 hours/day.

Section 2. Eligibility: Bargaining unit employees only are eligible to submit valid bids on posted jobs. Employees who are on vacation or paid leave of absence up to five (5) working days during the posted period are eligible to submit a bid on the next working day upon returning to work.

Section 3. Filling Job Vacancies: The employee bidding on a posted job with the greatest seniority in the total bargaining unit shall be given first preference in accordance with his qualifications and abilities to fill such posted job vacancy. Part-time employees shall not accrue seniority for purposes of job bid rights.

Section 4. Qualifying Time: An employee who is judged to be qualified for a particular job vacancy, and is the apparent successful bidder, shall be given ten (10) working days to prove his qualifications on the job, subject to an extension period by mutual agreement of the Employer and Union. If, for any reason, he is not successful in proving his qualifications, he shall be returned to his previous job at the end of the ten (10) day period and the qualified bidder, if any, next in the seniority line shall be given ten (10) working days to prove his qualifications for this particular job. Any employee successfully bidding on a job vacancy and making satisfactory progress during his ten (10) day trial period shall be considered the new possessor of the job, and his pay shall be adjusted accordingly at the end of the ten (10) day trial period.

Section 5. Vacancies Outside the Bargaining Unit: The Employer shall have the right to transfer an employee, with the employee's full agreement, from within the bargaining unit to

fill a job vacancy outside the bargaining unit without posting. The Employer shall have the right to temporarily place an employee from within the bargaining unit on a job outside the bargaining unit for training purposes, provided the Union through its Business Manager is given prior notice of such action.

Section 6. Vacancies Outside the Parks & Recreation Dept.: From the time an employee vacates a bargaining unit position to fill a vacancy with the City that is outside of the Parks & Recreation Department, the employee shall be allowed up to ten (10) working days to return to his/her previous job without any loss of seniority or benefits derived from this Agreement.

ARTICLE XII - SICK AND ACCIDENT LEAVES

Section 1. Sick Leave Accrual: Employees who become members of this bargaining unit after January 1, 1996 shall accrue paid sick leave at the rate of one and fifty-four hundredths (1.54) hours per week for each week of employment during which the employee is actively employed, on any time of said leave for any portion of the week. Employees who were members of this bargaining unit prior to January 2, 1996 shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. However, if an employee is a member of this bargaining unit prior to January 2, 1996 falls within one of the four categories of sick use abuse, the employee's paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during any period of abuse and for one year after

removal from abuse status.

Sick leave accrual begins on the first day of employment, however, probationary employees shall not be entitled to use it until completion of ninety (90) days.

Employees who are on sick leave for a full 40 hour work week and do not have 40 hours of sick leave pay shall not accrue sick leave for that week. Employees who are in any other pay status for any portion of a work week shall accrue sick time for that week.

Section 2. Accumulation: Sick leave shall be accumulated and carried over from year to year. Employees retiring because of physical disability shall be entitled to exhaust sick leave prior to effecting disability retirement.

Section 3. Abuse of Sick Leave Privileges: Use of sick leave shall be deemed abusive under the following circumstances:

1. One or more occurrences of absence charged to sick leave per month over a period of six (6) consecutive months.
2. Four or more occurrences of absence charged to sick leave in any three month period.
3. Maintaining a sick leave balance of less than forty (40) hours, through use of short, one- or two-day absences charged to sick leave, for a period of three months or longer. (This provision shall not apply to employees with one (1) year or less of service to the City.
4. Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.

Any employee who falls in any of the above four categories shall be notified in writing, with a copy to the Union, that she/he shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records or doctor's reports, for the purpose of extending the period of review prior to becoming subject to documentation requirements. Absences due to sickness or injury that are documented by medical records, or doctors reports shall not be counted as an occurrence. Absences due to the same illness or injury shall be counted as one (1) occurrence. Absences due to a Workers Compensation claim shall not be counted as an occurrence.

If an employee remains classified as an abuser of sick leave after the six-month documentation period, the City shall meet and confer with the Union as to a future course of action, including but not limited to requiring a second opinion as to the legitimacy of the claimed injury or illness.

Section 4. Monetary Credit: Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Federal Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement.

Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(a) \$1.00 for each hour up to and including 520 hours.

(b) Twenty-five (25) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520.

In lieu of (b) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520. In the event of the retiree's death, any unused sick time benefit may be used by or paid to his/her designated beneficiary or, if no beneficiary has been designated, to the retiree's estate. Unused sick leave credit not used to purchase group health insurance may only be paid at twenty-five percent of hourly rate at time of retirement.

Section 5. Occupational Disease and Injury Leave: If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and shall have sick leave hours used restored to him/her, up to an amount equal to the amount refunded by the employee. Furthermore, if the employee uses sick leave following, and including the eighth (8) day of such

disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws and have sick leave hours used restored to him/her up to an amount equal to the amount refunded by the employee.

The employee shall be paid, in addition to those benefits provided under state Workers Compensation laws, the difference between the employee's normal, after-tax, take-home pay and any such Worker's Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally-financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

ARTICLE XIII - INSURANCE

Section 1. The Employer agrees that the basic \$250 deductible group insurance benefits, as well as the long-term disability program, currently available to all bargaining unit employees, shall remain in full force and effect for the life of this agreement. **For 1996, the employee's cost per month shall be:**

<u>Category</u>	<u>1996</u>
Employee only	\$31.25
Employee + one	\$50.00
Employee + two or more	\$77.50

For 1997 and 1998, the employee's cost for said benefits shall be no greater than 14.5% of the PERF premium for qualified retirees established for said plan. If any other

bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1997 and 1998, the 1997 and 1998 rates set forth in this agreement shall be modified to reflect any such lower rate(s).

Section 2. Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of **ten** thousand dollars (\$**10,000**) at no cost to the employee for the rest of his life.

Section 3. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five (5) years consecutive service shall be eligible to participate in the current retirees' group plan at the rate determined by the carrier.

ARTICLE XIV - FUNERAL LEAVE

Section 1. Funeral Leave: In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family include: Spouse, Children/Step-Children, Parents/Step-Parents, Father/Mother-in-Law, Brothers/Sisters, Half Brothers/Sisters, Brothers/Sisters-In-Law, Sons/Daughters-in-Law, Aunts and Uncles, Grandparents/Grandparents of Spouse, Grandchildren, whether of natural relationship, legally adopted or under legal guardian of the employee. Proof may be required before granting this benefit.

ARTICLE XV - JURY DUTY LEAVE

Section 1. Eligibility and Payment: Any regular employee shall be given a leave of absence for required jury duty. Such employee, upon presentation of acceptable evidence of jury time and payment thereof, shall be paid the difference between his regular straight time wages and the jury duty payment. In addition, when subpoenaed as a witness, the same payment shall apply except that subpoenas due to secondary employment would not apply.

ARTICLE XVI - MILITARY LEAVE

Section 1. Military Duty: Regular employees covered by this Agreement who serve this Country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 2. Military Leave: All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year pursuant to proper orders issued by the appropriate military authority.

ARTICLE XVII - MISCELLANEOUS LEAVES

Section 1. Eligibility and Extension: Any regular employee with one (1) year or more service may be granted an unpaid leave up to thirty (30) calendar days with written approval of the Director of Parks and Recreation for purposes other than those specifically mentioned herein, except working at another job. Such unpaid leave may be extended to six (6) calendar months with the written approval of the **Director of Public Safety/Human Resources**.

Section 2. Seniority While on Leave: Any eligible employee shall accumulate seniority while on such approved leave.

ARTICLE XVIII - VACATION

Section 1. An employee shall receive two (2) weeks vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year. **Thereafter, vacation will be utilized on a calendar year basis (January 1 - December 31).**

A. **Vacation Schedule:**

One (1), but less than six (6) years of service	Two Weeks (80 Hours)
Six (6), but less than fifteen (15) years of service	Three Weeks (120 Hours)
Fifteen (15), but less than twenty (20)	Four Weeks

years of service	(160 Hours)
Over twenty (20) years of	See Sections B&
service	C

B. Employees who become members of this bargaining unit after January 1, 1996 shall receive no more than four (4) weeks vacation after twenty (20) years of service.

Employees who are members of this bargaining unit prior to January 2, 1996 with less than twenty (20) years of service shall have the choice to receive a fifth week of vacation or a longevity bonus (40 hrs. x hr. rate) payable upon twenty (20) years of service and each year thereafter. The payment shall be a lump sum payment paid during the first pay period after the employee's anniversary date in the first year of eligibility and during the first pay period after January 1 of each year thereafter. This choice must be made by August 1 of the prior year.

Current employees with twenty (20) years or more service as of December 31, 1995 shall have the choice of taking a fifth week of vacation or receiving the longevity payment. This initial choice for 1996 and 1997 must be made by October 1, 1996, and the choice for 1998 must be made by August 1, 1997.

B.C. One week's vacation may be taken one day at a time, provided request for such time off is given 24 hours in advance, and seniority will be used to grant such requests, keeping in mind the workload needs of the Department.

Section 2: Employees on unpaid leave of thirty (30) calendar days or more shall not earn vacation during the period of time on such leave.

Section 3. Requested Time of Vacation: Subject to the requirements of the work, the Employer shall grant individual vacation leave requests with respect to time in accordance with seniority, with the following exception: Until an employee reaches twenty (20) years of service, he shall be restricted to one week's vacation time between April through September. At the twenty year level, an additional week may be granted during this period.

Section 4. Holiday During Vacation: When a paid holiday falls within an employee's approved vacation period, he shall be granted one (1) extra paid vacation day for such holiday.

Section 5. No Cash Payment or Carryover: Vacation leave must be taken during the calendar year in which it was granted. An employee cannot receive a cash payment in lieu of vacation, nor accumulate vacation time from one year to the next. An employee previously ill or off because of an occupational injury will not lose his vacation time. This time can be carried into the new year and shall be scheduled as soon as possible.

Section 6. Vacation at Termination: An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive, WITH HIS FINAL CHECK, VACATION PAY DUE for the contract year in which he is laid off or terminated on a prorated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XIX - PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive **six (6)** days personal time, commencing with the completion of one (1) year of service. Employees shall **with five years or more of service shall** receive **seven (7)** days personal time each calendar year.

A new employee is entitled to one (1) personal day for each three-month period worked, from date of hire to completion of one (1) year of service. In no case will a new employee receive more than four personal days during his/her first, full calendar year of employment.

Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. The employee will advise the Employer in advance of the absences. Personal time may be taken in four (4) hour increments. **In addition, one (1) day or eight (8) hours of personal time may be taken in one (1) hour increments.**

ARTICLE XX - SEPARABILITY CLAUSE

Section 1. Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XXI - SUCCESSOR CLAUSE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees, and shall be unaffected by any reorganization, reclassification, merger, or any other change in the legal status of the Department of Parks and Recreation of the City of Fort Wayne.

Section 2. The work historically performed by members of the bargaining unit described in this agreement, shall remain in the jurisdiction of the bargaining unit on all property owned and operated by the Department of Parks and Recreation.

ARTICLE XXII - WAGES

Section 1. Skill Based Compensation. The City of Fort Wayne and Union have agreed to establish a Labor/Management Committee to set Skill Based Compensation (SBC) standards and rates. The Skill Based Compensation shall be primarily designed for skilled trades. Not all employees will be eligible for Skill Based Compensation. A Skill Based Compensation program shall be in place by January 1, 1997.

Section 2. Signing Bonus. Each employee shall receive a signing bonus which is 2.5% of the rate for all hours compensated each employee beginning on January 1, 1996 through August 2, 1996. Employees eligible for the signing bonus shall be employed by the Parks Department on August 5, 1996.

Section 3. Wage Schedule. Effective January 1, 1996 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Hourly

wage rates for the bargaining unit employees are listed on Appendix A. Wage increase are as follows: 1996 wage increase at 2.5% over 1995 wages; 1997 wage increase at 3.0% over 1996 wages; 1998 wage increase at 3.0% over 1997 wages.

ARTICLE XXIII - WITNESSETH

It is agreed by and between the City of Fort Wayne, Indiana, and the International Brotherhood of Electrical Workers Local 723 that this document, including attached supplements, shall constitute and be the entire Agreement between the parties in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any negotiable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

FOR THE CITY:

Paul Helmke
Mayor

Carol Kettler Sharp
Board of Park Commissioners

J. T. McCaulay
City Attorney

Payne D. Brown
Director of Public Safety/Human Resources

Robert C. Arnold, Director
Parks & Recreation Department

FOR THE UNION:

Ron Bame
Business Manager

Bruce Getts
Business Representative

Joseph Weigel
Committee Member

Rick Smith
Committee Member

Elmer Lee Cooley
Committee Member

Thomas Ransom
Committee Member

Gerald Greene
Committee Member

Three Year Summary - Wage Scale

IBEW Local 723 - Parks and Recreation Department

Effective August 5, 1996

CLASSIFICATION / TITLE	A	B	C	D	E	F	G
	1996 - 2.5%			1997 - 3%		1998 - 3%	
	First 12 Months **	Over 12 Months	Signing Bonus	First 12 Months **	Over 12 Months	First 12 Months **	Over 12 Months
Working Leader	11.035	12.684	375.00	11.702	13.450	12.053	13.854
Drafting/Engineering Technician	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Security Electrician	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Park Person A	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Fleet Mechanic	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Small Motor Mechanic	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Welder	10.623	12.210	348.00	10.941	12.576	11.269	12.953
High Ranger Operator	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Electrician	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Plumber	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Heavy Equipment Operator	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Carpenter	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Mason/Carpenter	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Grounds Maint A	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Painter	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Landscape Gardener	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Greenhouse Gardener	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Relief Person	9.909	11.390	336.00	10.207	11.732	10.513	12.084
Storekeeper	9.909	11.390	N/A	10.207	11.732	10.513	12.084
Painter B	9.909	11.390	336.00	10.207	11.732	10.513	12.084
Gardener	9.909	11.390	336.00	10.207	11.732	10.513	12.084
*Special Equipment Operator	9.908	11.388	N/A	10.204	11.729	10.510	12.081
*Recreation Stock Person	9.908	11.388	N/A	10.204	11.729	10.510	12.081
Ball Diamond Person	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Garbage Truck Operator	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Grounds Equipment Operator	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Park Person C	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Mechanic Helper	9.511	10.932	N/A	9.918	11.400	10.266	11.800
*Recreation Leader A	9.511	10.932	N/A	9.796	11.260	10.089	11.597
Garden Helper	9.185	10.558	312.00	9.460	10.874	9.744	11.200
Greenhouse Helper	9.185	10.558	312.00	9.460	10.874	9.744	11.200

* = These three (presently vacant) positions shall be eliminated if not filled by December 31, 1998.

** = In the Parks and Recreation Department.

SEASONAL RATES:	1996	1997	1998
Seasonal Employee - 1st year	4.75	5.15	5.25
Seasonal Employee - 2nd year	4.80	5.25	5.50
Seasonal Employee - 3rd year	4.95	5.50	5.75
Seasonal Employee - 4th year	5.05	5.75	6.00
Seasonal Employee - 5th year	5.25	6.00	6.25

DIGEST SHEET

TITLE OF ORDINANCE: Approving negotiated contract for employees of the Parks and Recreation Department covered by the **International Brotherhood of Electrical Workers, Local 723** for January 1, 1996 through December 31, 1998

DEPARTMENT REQUESTING ORDINANCE: Human Resources

SYNOPSIS OF ORDINANCE: Approval of 2.5 percent increase for 1996, and a 3 percent increase for 1997 and 1998, covered by Appendix A - Three Year Summary - Wage Scale.


EFFECT OF PASSAGE: 2.5 percent wage rate increase over 1995 rates.
3.0 percent wage rate increase over 1996 rates.
3.0 percent wage rate increase over 1997 rates.

EFFECT OF NON-PASSAGE: Rates remain at 1995 levels.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

1995 budgeted costs	- 75 employees	- \$1,741,052	
1996 actual costs	- 71 employees	- \$1,692,435	(48,617)
1997 actual costs	- 71 employees	- \$1,774,960	+82,525
1998 actual costs	- 71 employees	- \$1,834,321	+59,361

LAW DEPARTMENT MEMORANDUM

TO: MEMBERS OF COMMON COUNCIL
FROM: J. TIMOTHY MCCAULAY, CORPORATION COUNSEL 
SUBJECT: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL 723
DATE: SEPTEMBER 30, 1996

Listed below is a summary of changes in the 1996 - 1998 IBEW agreement:

ARTICLE I - PERIOD OF AGREEMENT: Three year agreement.

ARTICLE VIII - WAGES, HOURS AND CONDITIONS

Section 4 Overtime and Special Assignment - Work designated by the Employer as "special assignment" work shall be paid at one and one-half times the employee's regular hourly rate unless the time qualified for a higher premium pay. Overtime and Special Assignment shall be paid or given as compensatory time at the employee's option. However, the employee may not split an individual unit of time.

Section 13 Health and Safety - It is agreed that a union employee will not be involved in any items leading to discipline.

Section 15 Inclement Weather - S10 Emergency and Inclement Weather Action Plan dated December 14, 1994 has been incorporated into the contract.

Section 17 Commercial Driver's License - Commercial Driver's License agreement has been incorporated into the contract.

ARTICLE XI - VACANCIES & PROMOTIONS

Section 1 (E) Vacancies - Seasonal employees assigned to work three (3) or more consecutive days in the classification of a regular employee, shall be paid the start rate of pay for that classification for all regular hours worked over eight (8) hours, retroactive to the beginning of the second day. Seasonal employees may only work up in the positions specified in this section.

ARTICLE XII - SICK AND ACCIDENT LEAVE - Regular employees hired after December 31, 1995 shall accrue sick time at 1.54 hours per week (2 weeks per year). Sick Abuse Language has been incorporated.

ARTICLE XIII - INSURANCE

Section 1 - Listed below are the employees cost per month for basic \$250 deductible group insurance benefits:

1996 - Rates shall remain the same as 1995.

1997 and 1998 - the employee's cost shall be no greater than 14.5% of the PERF premium for qualified retirees established for said plan. If any other bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1997 and 1998, the 1997 and 1998 rates set forth in this agreement shall be modified to reflect any such lower rate(s).

Section 2 - Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of ten thousand dollars (\$10,000) at no cost to the employee for the rest of his life.

ARTICLE XIV - FUNERAL LEAVE

Section 1 Funeral Leave - Incorporate City Policy regarding death leave granting the employee three (3) consecutive work days off for immediate family.

ARTICLE XVIII - VACATION

Vacation will be utilized on a calendar year basis (January 1 - December 31) after one year of employment. Employees hired prior to January 2, 1996 shall have their choice of receiving a fifth week of vacation or a longevity bonus payable upon 20 years of service and each year thereafter. Employees hired after January 2, 1996 shall receive four weeks of vacation upon 20 years of service and each year thereafter.

ARTICLE XIX - PERSONAL TIME

Section 1 - Personal Time - Employees with five years or more of service shall receive seven days personal time each calendar year. One day or eight (8) hours of personal time may be taken in one (1) hour increments.

ARTICLE XXII - WAGES

Section 1 - Skill Based Compensation - The Union and the City have agreed to establish a Labor/Management Committee to set Skill Based Compensation (SBC) standards and rates. The Skill Based Compensation shall be primarily designed for skilled trades. A Skill Based Compensation Program shall be in place by January 1, 1997.

Section 2 - Signing Bonus - Each employee shall receive a signing bonus which is 2.5% of the rate for all hours compensated each employee beginning on January 1, 1996 through August 2, 1996. Employees eligible for the signing bonus shall be employed by the Parks Department on August 5, 1996.

Section 3 - Wage Schedule - Wage increases are as follows:

1996 - 2.5% over 1995 rates

1997 - 3.0% over 1996 rates

1998 - 3.0% over 1997 rates

Equity increases are listed on Appendix A.

AGREEMENT BETWEEN THE CITY OF FORT WAYNE AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 723

January 1, 1996 through December 31, 1998

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ARTICLE I

Section 1. Agreement: The City of Fort Wayne, Indiana, hereinafter referred to as the Employer, and The International Brotherhood of Electrical Workers Local 723, hereinafter referred to as the Union, as registered by the Secretary of the State of Indiana, entered into this Agreement dated January 1, 1996.

Section 2. Duration: This Agreement shall remain in full force and effect from January 1, 1996 thru December 31, 1998, and thereafter shall automatically renew itself for periods of one (1) year, dating to and from the anniversary of the day upon which it might first have been terminated, unless either party gives the other party not less than sixty (60) days notice by registered mail, before any termination date, of its intention to change, alter, modify, or cancel this Agreement.

Section 3. Prior Agreement: This Agreement supersedes all prior agreements between the Employer and the Union with respect to wages, rate of pay, hours of employment and all other conditions of employment. All prior agreements shall be void and of no force and effect.

Section 4. Gender: Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

ARTICLE II - UNION RECOGNITION

Section 1. Recognition: The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Department of Parks and

Recreation, except those employees as listed herein: Administrators, Supervisors, Clerical, Park Police and those employees of the Recreation Department who perform more than 50 percent of their duties in recreational activities, with respect to wages, rate of pay, hours of employment, and other conditions of employment.

Section 2. Harmony Clause: The Employer and the Union will strive at all times to promote harmony and efficiency to the end that the public, the Parks and Recreation Department, and the Union will be benefitted.

Section 3. Union Activity: The Union agrees that there shall be no interruption or suspension of work for the solicitation of membership, dues or other Union activities during working hours. The Union further agrees that it shall not hold or authorize any kind of a meeting or election on Parks and Recreation Department premises without prior approval from the Director of Parks and Recreation.

Section 4. Collection of Union Dues: The Employer agrees, upon written authorization, to deduct from such member's first pay ending of each month the amount of Union membership dues and/or initiation fee, and to remit the same to the Union, during the life of this Agreement.

Section 5. Union Security: It is agreed between the parties hereto that all employees shall become members of the Union as a condition of employment hereunder on the thirty-first day after the execution of this Agreement. In lieu of membership in the Union, employees shall pay an agency shop fee as determined by the Union.

A. New employees shall make arrangements with the Union for membership therein on or immediately after thirty-one (31) days of employment. After becoming a Union member, the employee will continue such membership in good standing as a condition of employment under

this Agreement.

B. Position of Golf Pro-Greenskeeper or Supervisor C-Greenskeeper shall, by the nature of skills and knowledge needed, be considered professional positions and shall be exempt from future attempts to have them included in this bargaining unit for the life of this contract.

C. All seasonal maintenance employees, except as delineated in Paragraph D below, shall be considered part of the bargaining unit. After a period of ninety (90) days in a calendar year, seasonal employees covered by this Agreement shall be required to pay Union dues. In lieu of membership in the Union, the aforesaid obligation shall be satisfied by paying to the Union an amount equal to the regular membership fee. The City shall provide the Union with bi-weekly seasonal employee status reports and monthly payroll runs.

D. All future employees of the Zoo who perform functions of caring for the animals, selling tickets, etc. (i.e., seasonal employees of the Zoo,) shall remain as non-union positions and the Union waives all future claims to represent said employees for the life of the contract.

E. The Employer shall notify the Business Manager of the Union of the date of employment and classification of each new employee.

F. The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

G. If an employee fails to comply with the preceding provisions, the Union shall advise him by certified letter (with a copy to the **Director of Public Safety/Human Resources**) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter,

the Union will request the City to terminate his employment.

If the employee has not complied by the end of the period, the Union shall notify the **Director of Public Safety/Human Resources**, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other benefits established by this Agreement.

H. Seasonal employees shall not be eligible for any fringe benefits under this Agreement until completion of seven (7) months of continuous employment with the City. At such time employee shall begin to accrue benefits from that seven (7) month date. Such employees shall be paid rates as established by management as long as such rates do not exceed the lowest rate paid in the wage schedule attached.

ARTICLE III - NON-DISCRIMINATION AND NO STRIKE

Section 1. Non-discrimination: It is understood that neither the Employer nor the Union will discriminate against any employee because of participation in activities on behalf of the Union; or because of race, creed, color, national origin, religion, sex, age, handicap or political affiliation. It is further agreed that any violation of Title VII of the 1964 Civil Rights Act, as amended, as well as the Equal Pay Act of 1963, Executive Order 11245 as amended by 11375, and the Age Discrimination in Employment Act of 1979, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement. Any conflict between the provisions of this Agreement and the requirements of the Americans with Disabilities Act shall be resolved in favor of the Act.

Section 2. No-strike: The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute during the term of this Agreement.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Management Rights: Except as otherwise specifically provided in this Agreement, the Union recognizes that the Employer has jurisdiction over all matters concerning the management of the department, including but not limited to the right to employ, transfer, promote and demote; to set physical qualifications, discipline, suspend, or discharge for proper cause; to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reason; to assign work and the number of hours worked including overtime work; to set rules for the conduct of employees and operation of the Parks and Recreation Department recognizing that all employees are to be treated with equality and justice.

Section 2. Work Rules: The Union shall be notified of the establishment of fair work rules, which shall be posted, and shall also be notified of any changes prior to implementation. Disputes arising from the establishment and change of these rules shall be subject to the Grievance and Arbitration Procedure of this Agreement.

Section 3. Subcontracting: Management shall have the right to subcontract work out so long as the following provisions are complied with:

1. No regular bargaining unit employees who are affected by any decision to contract work out will be offered less than 40 hours per week.

2. No regular bargaining unit employees who are affected by any decision to contract work out shall suffer a loss in pay or wage rate.

3. No regular bargaining unit employees who are affected by any decision to contract work out shall change their reporting location without mutual consent being received from the affected employee and supervisor.

4. To the purpose of pay, employees affected by decisions to contract work out will be treated as employees involved in Temporary Assignments. Such temporary assignment designation shall continue until the subcontracted project has been completed. (Said designation shall follow the objectives of Article XI, Section 1.D.)

5. No regular bargaining unit employees who are affected by any decisions to contract work out shall be laid off.

6. During the period of Temporary Assignment, the affected employee(s) may bid on posted positions or may wait for the subcontracted position to re-open.

7. No regular bargaining unit employees who are affected by any decision to contract work out shall lose their job classification.

ARTICLE V - REPRESENTATION

Section 1. Lost Time-Negotiations: The Employer will pay lost time for not more than four (4) employees representing the Union in negotiations or for preparation thereof on the day of negotiations.

Section 2. Meetings: Union representatives shall meet with the Management Committee as needed. Union representatives shall suffer no loss of pay for attending such meetings during

working hours.

Section 3. Notices: Notices to the Union, as required by this Agreement, shall be in writing and directed to the Business Manager, except as otherwise specifically provided in this Agreement.

Section 4. Bulletin Boards: The Employer agrees to furnish to the Union, space on bulletin boards which shall be used exclusively for Union notices. Such bulletin boards shall be located in conspicuous places satisfactory to the Employer and the Union. All such notices as posted by the Union shall be signed by an authorized Union representative.

Section 5. Inspection: Any official representative of the Union shall have access to Park maintenance shop and work areas at all reasonable hours, upon notification to the Parks and Recreation Department staff, for the purpose of investigating working conditions. The investigations shall not interfere with the operations of the Department.

Section 6. Officers: The Union shall notify the **Director of Public Safety/Human Resources** and the Director of Parks and Recreation, in writing, within ten (10) days of election, of the names of its officers, and Chairman and members of the Bargaining Committee, including the assigned division of each officer or committeeman.

Section 7. Union Stewards: The Employer recognizes the right of the Union to designate stewards. The authority of stewards so designated shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances in accordance with the provisions of this Agreement.

B. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

Section 8. Leaves for Union Business:

A. Any employee who resigns to accept as primary employment a full-time paid position in Local 723 shall, at the expiration of the term in office, be reinstated to his former position including all seniority time and rights, provided he is qualified and able to perform the work. It is understood that in case of return of such an employee, other employees below him on the seniority list will be demoted if necessary. In computing seniority, time served as a representative of the Local Union shall be considered as time worked for the Parks Department.

B. Employees called to transact Union Business not in conflict with City interests which requires them to be absent from duty with the Parks Department shall, upon twenty-four hours notice to the Superintendent of Parks and with proper permission, be granted the necessary time off without pay.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition: A grievance is a complaint by an employee or group of employees, for whom the Union is the bargaining agent, involving an alleged violation or interpretation of any provision of this Agreement. All grievances shall be submitted in writing and shall contain a clear, concise statement of the alleged violation and redress sought, refer to

the Contract provision allegedly violated, and identify and be signed by the aggrieved employee(s) and Union steward.

Section 2. First Step: All grievances shall be first discussed by the aggrieved employee(s) and a steward with the immediate supervisor. The immediate supervisor will provide a written answer within three (3) working days.

Section 3. Second Step: If the grievance is not satisfactorily adjusted under the provisions of Section 2, the Union, through its designated representative, may appeal the decision to the Director of Parks and Recreation or his designated representative within five (5) working days of the date of the supervisor's answer. Upon presentation of the grievance to this level, the Director of Parks and Recreation or his representative shall arrange a meeting within five (5) working days with the Union, and forward to the Union his written answer based upon the meeting and discussion therein within five (5) working days after said meeting.

Section 4. Third Step: If no satisfactory settlement is reached in the provisions of Section 3, the Union shall forward the grievance, within five (5) working days to the Director of **Public Safety/Human Resources**. The Director of **Public Safety/Human Resources** will arrange to meet with the Union within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of **Public Safety/Human Resources** will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Section 5. Fourth Step: Only grievances which resulted from an alleged violation of the provisions of this Contract which the parties are unable to settle by the use of the grievance procedure contained herein may be submitted to arbitration.

Section 6. Union Representation: Once a grievance has been presented by the Union to the Director of Parks and Recreation, representatives of the Parks and Recreation Department staff shall not discuss the grievance with the aggrieved employee or employees without the employee or employees being told of his right to have an authorized Union representative present.

Section 7. Time Limitations: All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

Section 8. Time Limits: The Union must file a grievance within nineteen (19) calendar days of the occurrence of the event causing the grievance, to be eligible for handling under the Grievance and Arbitration procedure of the Agreement.

ARTICLE VII - ARBITRATION

Section 1. Panel of Arbitrators: The parties will request a panel of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of such panel, the parties shall strike the names alternately until one name remains, who shall be deemed the arbitrator by mutual agreement of the parties. First choice shall be determined by flip of coin. The arbitrator shall proceed forthwith to examine into, and make determination of the matters in dispute.

Section 2. Proceedings: All proceedings under this Section shall be started and carried to conclusion as expeditiously as possible.

Section 3. Cost: Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the arbitrator and the incidental expenses of the arbitration proceedings mutually agreed to in advance shall be borne equally by the Employer and the Union.

Section 4. Decision: The decision of the arbitrator shall be binding upon both parties and shall conclusively determine the dispute being arbitrated.

Section 5. Arbitrator's Authority: The arbitrator shall not have the authority to add to, subtract from, or modify any provision of this Agreement nor to rule on any questions except the ones submitted for arbitration.

ARTICLE VIII - WAGES, HOURS AND CONDITIONS

Section 1. Normal Workday/Workweek: Eight (8) consecutive hours shall constitute a normal day's work scheduled between the hours of 6 a.m. and 4 p.m., with a twenty (20) minute paid lunch period to be taken at the work site, on each of five (5) consecutive days scheduled Monday to Friday, Tuesday to Saturday, or Sunday to Thursday, inclusive.

Non-consecutive Days of Work: Regular employees may be scheduled non-consecutive days of work in a week as follows: Two (2) employees for the months of April through November in the Greenhouse; three (3) employees for the **period from May 1 through October 15** on the Building Cleaning Routes; and two (2) employees year round in the Conservatory. Up to a total of eleven (11) seasonal employees may be added to the previously identified number of regular employees; two (2) seasonal employees in the Greenhouse, seven (7) on Building Cleaning Routes, and two (2) in the Conservatory. The City may also hire seven (7) seasonal

employees for the golf courses, during the months March through November.

Shift Premium: A shift premium of twenty (20) cents per hour shall be paid for all hours worked, except overtime hours, between 5:00 p.m. and 6:00 a.m.

Lunch Period: Employees shall not leave the worksite with a private or City vehicle for the express purpose of obtaining a meal. If this policy is abused, the Employer shall notify the Union, and a discussion shall be held to implement joint measures to correct the abuse. In the event the corrective measures do not succeed, the Employer shall implement an unpaid lunch period of 30 minutes plus 15 minutes of paid travel time. The workday shall be adjusted accordingly. The Employer reserves the right to alter the normal working day or days when necessary, providing both affected employees and the Union are notified at least forty-eight (48) hours before such work schedule becomes effective.

Section 2. Rest Periods: One (1) rest period, not to exceed fifteen (15) minutes shall be allowed during the mid-morning and one (1) in the mid-afternoon of each working day.

Section 3. Equipment Return Time: A maximum time of fifteen (15) minutes shall be allowed in any storage area for the purpose of returning equipment.

Section 4. Overtime and Special Assignment: Overtime and “Special Assignment” work when deemed necessary, shall be offered to the most senior qualified employee(s) in the classification(s) normally assigned to do the work. If no one is willing to work the overtime, it shall be assigned to the least senior qualified employee(s) in the work location. **If additional employees are needed, overtime or special assignment shall be offered by total bargaining unit seniority.**

An employee who refuses such assignments three (3) consecutive times shall be removed from the overtime call list. He may be reinstated by request, but will be removed if he refuses to work three consecutive times. An employee may also be removed from the call list by written request to the supervisor. Such request may be withdrawn at any time.

Qualified employees bypassed in error shall be compensated in the amount of time at the overtime rate acquired by the most senior person who worked.

Except as otherwise provided herein, **overtime and special assignment shall be paid as follows:**

- 1. Double time for hours worked on a holiday, in addition to the holiday pay provided in Article VIII, Section 9.**
- 2. Time and one-half for all hours worked in excess of forty hours in any seven (7) day work cycle.**

Overtime and special assignment shall be paid or given as compensatory time at the employee's option. However, the employee may not split an individual unit of time.

In the event that City General Ordinance No. G-22-92 is repealed, **overtime shall be paid as follows:**

1. Time and one-half for all work performed in excess of eight hours per day or on the employee's first scheduled day off.
2. Double time for all work performed on holidays or on the employee's second scheduled day off.
3. Time and one-half for all hours credited in excess of forty (40) hours per week; however, no pyramiding of premium pay shall be permitted.

Work designated by the Employer as “special assignment” work shall be paid at one and one-half times the employee’s regular hourly rate unless the time qualified for a higher premium pay.

Section 5. Time Clocks: A. All employees for whom time clocks are made available must check in and out on the clock regardless of the hours the employee works. All employees who will not be reporting to work must notify, by telephone, the Lawton Office or their immediate supervisor prior to the scheduled reporting time the day of the absence and each day thereafter unless arrangements are made with their supervisor.

B. Employees clocking in late or clocking out early shall be penalized by one-tenth (1/10) of an hour for each six (6) minutes or fraction thereof he is late or leaves early.

Section 6. Call-in and Report-in Time: Any employee called to work or who reports to work at his normal working time, without prior notice not to report to work, shall be paid a minimum of four (4) hours pay. Any employee who leaves at his own request on a call-in shall be paid only for the time actually worked to the nearest one-tenth (1/10) of an hour.

Section 7. Emergency Work: An emergency may be declared only by the Mayor or the Director of Parks and Recreation, or designated representative. Any employee requested to work during any such declared emergency will report for work as soon as possible.

Section 8. Work Curtailment Vacancies: In the event of a reduction in a classification for lack of work within the classification, wherein a regular employee's job is discontinued or a regular employee having lesser seniority is displaced by an employee with greater seniority, the affected employee shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to perform the job. Qualifications and training considered

shall be those previously demonstrated by the employee while employed by the Parks and Recreation Department. Should the affected employee be unable to bump, Article X (Layoff and Recall) shall govern.

Section 9. Paid Holidays: A. Paid holidays are designated as follows:

- | | |
|--------------------------|------------------------------|
| 1. New Year's Day | 6. Veterans Day |
| 2. M. L. King's Birthday | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Friday after Thanksgiving |
| 4. Independence Day | 9. Christmas Eve Day |
| 5. Labor Day | 10. Christmas Day |

B. Any holiday which falls on a Sunday shall be celebrated on the following Monday, except for employees who work other than Monday through Friday schedules. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday, except for employees who work other than Monday through Friday schedules. If the preceding Friday or the following Monday are also holidays, the weekend holiday shall be celebrated either on the preceding Thursday (if the holiday is on Saturday) or on the following Tuesday (if the holiday is on Sunday.) The intent of this Paragraph is to allow employees to receive five days pay for four days work. Therefore, employees that have workweeks of other than Monday through Friday, and would be required to work such Saturday or Sunday, the Saturday or Sunday would be their holiday for purposes of computing payment of holidays worked as provided in Section 4 of this Article.

C. An employee must work or be on paid leave on the last scheduled working day before a holiday and on the next scheduled working day following a holiday to be eligible for holiday pay.

Section 10. Job Classifications: The Employer reserves the right to add or delete any job classification, provided that the Union is given fifteen (15) or more days notice in writing and discussion is held if requested by the Union, prior to the implementation of such change. Any addition or deletion shall be subject to the grievance and arbitration procedure in this Agreement.

Section 11. Retirement: The Employer and the Union will comply with the provisions of the Age Discrimination in Employment Act of 1979. All regular employees must participate in the Indiana Public Employee's Retirement Fund (PERF) in accordance with the rules set up by the Legislature and the Administrators of this fund. The City shall pay the employee portion of PERF contributions.

Section 12. Discipline and Discharge: The Employer shall not initiate disciplinary action against an employee after 19 calendar days from the date the incident occurred. The Employer agrees to notify the Division Steward and Business Manager in writing of disciplinary layoff of less than eight (8) hours of any regular employee. The Employer agrees to notify the Division Steward and Business Manager before the discharge or disciplinary layoff of eight (8) hours or more of any regular employee.

Section 13. Health and Safety: The Employer shall take reasonable precautions to insure the health and safety of employees by providing necessary safety equipment. In the event prescription safety glasses as approved by the City's Safety Department have been broken on the job, the City will replace same for employee. The Parks and Recreation Department Safety

Committee shall include one (1) representative to be appointed by mutual agreement of the Union and the Employer. **It is agreed that a union employee will not be involved in any items leading to discipline.**

Section 14. Physical Requirements:

A. The Employer may require any employee to submit to a physical examination at any time to determine the fitness of such employee to perform his duties in a safe and satisfactory manner. If, in the opinion of the physician, such employee's physical condition is not compatible with the kind of work available, he shall not be permitted to work. Any intentional misrepresentation or concealment in regard to physical condition may be the basis for discharge.

B. Any required physical examination shall be at the expense of the Parks Department.

Section 15. Inclement Weather: The Employer agrees that when certain limits of precipitation, temperature, or wind velocity are exceeded to the extent of causing extreme discomfort or causing undue safety hazards, outside work shall be suspended or modified whenever possible. The Director of Parks and Recreation or his/her designee shall be the sole judge of when work shall be suspended or modified because of inclement weather. **Refer to the SOP #: S10 Emergency and Inclement Weather Action Plan dated December 14, 1994.**

Section 16. Tools: The Employer will furnish special tools and protective equipment when these items are required in the work. If any or all of such Employer-owned equipment issued is lost or destroyed through an employee's fault or neglect, he shall pay the Employer for those items.

For Carpenters, Electricians, Masons, Mechanics, and Plumbers only, the Employer will furnish all equipment except the basic hand tools necessary for the performance of their duties

without cost to the employees. Employees who are furnished tools will be held responsible for them.

Tool replacements will be made in accordance with the following: (a) Tools lost or stolen due to the employee's carelessness or neglect will be replaced at the employee's expense. (b) Tools that break or wear out will be replaced by the Employer upon presentation of the broken or worn out tools.

Section 17. Commercial Driver's License: The Parks Department shall pay for physical examinations, renewal costs, and lost time to obtain and maintain a CDL if the employee's current job requires such a license. **It has been agreed by and between the City of Fort Wayne and the International Brotherhood of Electrical Workers that certain licensing requirements as indicated in position descriptions may be dealt with in the following manner;**

- 1) An employee promoted or bumped to a classification requiring specific licensing shall not receive a rate increase commensurate with such classification until she/he has obtained a valid licensing but after ten days on the job would receive the start pay rate if such rate is higher than current rate.**
- 2) Employees who are awarded a position requiring a Commercial Driver's License (CDL) shall have ninety (90) calendar days to obtain said license as required by the position description.**
 - All direct costs associated with obtaining the CDRL will be cost shared with the employee and the employer on a 50/50 reimbursable basis. The employee will pay all costs and then submit valid signed, dated receipts (with claim**

form) for processing and reimbursement of the employer's share.

- Pass or fail - physical examinations will be paid on the 50/50 basis noted above. However, only successful tests resulting in a valid CDL will be reimbursed. **FAILED TESTS WILL NOT BE REIMBURSED.**

Note: Required physical examinations may be conducted by the employee's primary care physician or by the employer's contract physician (appointment by Risk Management) - whichever is lesser in cost. The selection will be coordinated in advance with the employee's supervisor or manager.

- 3) Employees who are awarded a position requiring a **Chauffeur's License** shall have ten (10) calendar days to obtain said license. All costs associated with obtaining and maintaining this license shall be paid by the employee and are non-reimbursable;
- 4) Employees who are awarded a position requiring a **Category 3B, Turf Pesticide Control Applicator's** license or other licenses of a technical nature shall obtain said licenses on a case-by-case basis. Conditions of payment/reimbursement of fees associated with obtaining and maintaining such licenses will be handled on a case-by-case basis without establishing a precedence . This agreement shall not bind the parties as a precedent for any decision relating to this matter;
- 5) Failure to obtain appropriate licensing within the specific time frame will result in employee being returned to former classification;
- 6) There shall be no requirement to fill the position vacated by the promotion or bump outlined in #1 above, during the time employee is pursuing the prescribed

licensing.

ARTICLE IX - SENIORITY AND TERMINATION

Section 1. Definition:

A. Regular Employee - One who works the year around on a full-time basis, and who has accumulated three (3) months service or more.

B. Seasonal Employee - One who works on a full-time basis, but only for the length of a particular season.

C. Part-time Employee - One who works less than one half the regular scheduled full-time hours per year and less than full-time basis and only for the length of time he may be needed.

D. Probationary Employee - A person who has less than three (3) months of continuous, accumulated service.

E. Service - Accumulated time of employment on a full-time basis by an employee of the Civil City or City Utilities of Fort Wayne. Service shall be used for length of vacations and eligibility for sick leave.

F. Seniority - For the purpose of this Agreement, seniority shall be based on the most recent date of hire as a regular employee by the Parks and Recreation Department, except that stewards, Bargaining Committee members, and Union officers shall have super seniority and be the last laid off in the event a layoff occurs. Seniority shall be used for layoff and recall, job bidding, promotion and choice of vacation.

Section 2. Accumulation of Seniority:

A. A probationary employee with less than three (3) months' service or seasonal employee with less than seven (7) months' service has no seniority rights and his retention as an employee is entirely at the discretion of the Employer and not subject to reviewing under the Grievance Procedure.

B. A regular employee's seniority continues to accumulate throughout the time he is actively employed and working or on approved leave.

C. Part-time employees shall not be eligible for any fringe benefits with the exception of seniority based on hours paid and participation in PERF if minimum qualifications are met.

NOTE: Regular employees who become part-time as a result of layoff shall receive benefits on a prorated basis, with the exception of insurance which shall be continued while employee is in a pay status.

D. A regular employee absent because of lack of work or non-occupational disease or injury shall accumulate seniority during such period of absence equal to his previously accumulated seniority, but not to exceed a maximum of two (2) years. A written statement from a licensed physician may be required to substantiate absence due to non-occupational disease or injury.

E. A regular employee on any paid leave shall accumulate seniority during the period of such paid leave.

F. A regular employee on military leave shall accumulate seniority and service for the duration of such leave.

G. Any employee shall lose his service time or seniority upon termination.

H. Seniority lists covering all employees will be prepared by the Employer and sufficient copies thereof furnished to the Business Manager and Division Stewards every six (6) months. When two or more employees share the same seniority dates, the date of their application shall be used for seniority, first being oldest in seniority.

Section 3. Termination: Employees shall be terminated under the following conditions:

A. Failure to report for work for three (3) consecutive working days without proper notification.

B. After a regular employee's absence for a period of time equal to his previously accumulated seniority or two (2) years in accordance with Article IX, Section 2, Paragraph D.

C. Failure to report for work within three (3) working days after recall by the Employer following layoff as provided in Article X, Section 2.

D. Failure to report for work within three (3) working days from date an employee is released for work by the Employer's physician following an absence due to occupational disease or injury.

E. Overstaying a leave of absence.

F. Voluntarily resigning.

G. Being discharged for just cause.

H. Retiring.

I. Leaving the employ of the Employer by mutual agreement.

Section 4. Transfer: Any employee employed by the Fort Wayne Parks and Recreation Department who leaves the bargaining unit, shall retain his accredited service from the first date

of employment in the Parks Department. Seniority shall begin with the most recent date of employment in the bargaining unit. When the employee is reemployed in the bargaining unit and accumulates five years of continuous employment in the bargaining unit, the employee's previous bargaining unit seniority shall be bridged and there shall be added the five years of continuous seniority accumulated and he shall be placed in the appropriate place on the seniority list.

ARTICLE X - LAYOFF AND RECALL

Section 1. Layoff: Employees with less than one year of seniority may be subject to layoff. When employees are laid off for lack of work, they shall be laid off in the following order:

A. Seasonal employees shall be laid off first, with notice of at least five (5) working days to the employee and the Union.

B. Part-time employees shall then be laid off in inverse order of seniority, with notice of at least five (5) working days to the employee and the Union.

C. Regular employees shall then be laid off next in accordance with their seniority, with notice of at least ten (10) working days to the employee and the Union. Union officers, stewards, and Bargaining Committee members shall be laid off last and have top seniority for layoff. Any employee laid off shall have the right to bump vertically or horizontally into any job, provided he has the seniority and qualifications to do the job. Qualifications considered shall be those previously demonstrated by the employee in the employ of the Employer.

Section 2. Recall: When there is a recall following layoff, Union officers, stewards, Bargaining Committee members, regular employees shall be returned to work first in the inverse

order from which they were laid off. Part-time employees shall then be recalled in like fashion. Seasonal employees shall then be recalled in any fashion. Any employee recalled shall be so notified by certified mail sent to his last known address. The Employer reserves the right to recall certain skilled employees, such as electricians, plumbers, and carpenters, out of seniority line provided specific agreement of the Union Business Manager is secured in each instance.

ARTICLE XI - VACANCIES AND PROMOTIONS

Section 1. Vacancies: A. Jobs vacated as a result of termination, promotion, reclassification, or transfer shall be posted for a period of five (5) working days. All employees who wish to bid on posted jobs must do so in writing, deposit one copy in the designated bid box at Lawton Pavilion and submit one copy to the supervisor of the job posted. The bid box to be opened by a Union official. If no bids are received, or if no employee who bids is qualified, the management shall have the right to fill such vacancies by other means.

B. If a vacancy resulting from any of the above reasons is not to be filled, the Parks Department shall notify the Union within ten (10) working days after the vacancy occurs. Job vacancies posted and bid shall be awarded within ten (10) working days of the end of the posting period.

C. Job vacancies of not more than thirty (30) days temporarily created by vacations, leaves of absence, sickness, injury or other similar causes shall be considered temporary vacancies and shall be filled without posting them and at the discretion of the employer. This time limit can be extended by mutual consent of the Union and the Employer.

D. Temporary job vacancies of more than thirty (30) days shall be filled by posting these jobs as temporary, and they shall be filled from within the bargaining unit. However, the vacancy need not be treated as temporary if there is an unchallenged medical certification which states that it is unlikely the employee will return to work.

E. **Assigned to work in a higher classification of work** shall receive the higher rate of pay after eight (8) hours on such assignment.

In the event an employee is assigned to work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. **Seasonal employees assigned to work three (3) or more consecutive days in the classification of a regular employee, shall be paid the start rate of pay for that classification for all regular hours worked over eight (8) hours, retroactive to the beginning of the second day. Seasonal employees shall only work up in the following classifications: Ball Diamond Person, Garbage Truck Operator, Grounds Equipment Operator, Park Person C, Mechanic Helper, Recreation Leader A, Garden Helper, Greenhouse Helper. All higher temporary openings shall be first offered to regular employees.**

F. Employees awarded a job bid shall, from the date of such successful bid, thereafter be restricted from bidding laterally for six (6) months, provided, however, they have not been bumped to a lower **classification** due to job elimination or reduction in force. If such reduction has occurred, employees shall be eligible to bid as often as possible until previously higher **classification** that was held has been reached, at which time normal time restriction of six (6) months shall again apply.

G. The Park Department shall make a reasonable effort to post all City jobs that are opened within the City government. In addition, all City jobs are listed on the Jobline (427-1186,) which number can be reached 24 hours/day.

Section 2. Eligibility: Bargaining unit employees only are eligible to submit valid bids on posted jobs. Employees who are on vacation or paid leave of absence up to five (5) working days during the posted period are eligible to submit a bid on the next working day upon returning to work.

Section 3. Filling Job Vacancies: The employee bidding on a posted job with the greatest seniority in the total bargaining unit shall be given first preference in accordance with his qualifications and abilities to fill such posted job vacancy. Part-time employees shall not accrue seniority for purposes of job bid rights.

Section 4. Qualifying Time: An employee who is judged to be qualified for a particular job vacancy, and is the apparent successful bidder, shall be given ten (10) working days to prove his qualifications on the job, subject to an extension period by mutual agreement of the Employer and Union. If, for any reason, he is not successful in proving his qualifications, he shall be returned to his previous job at the end of the ten (10) day period and the qualified bidder, if any, next in the seniority line shall be given ten (10) working days to prove his qualifications for this particular job. Any employee successfully bidding on a job vacancy and making satisfactory progress during his ten (10) day trial period shall be considered the new possessor of the job, and his pay shall be adjusted accordingly at the end of the ten (10) day trial period.

Section 5. Vacancies Outside the Bargaining Unit: The Employer shall have the right to transfer an employee, with the employee's full agreement, from within the bargaining unit to

fill a job vacancy outside the bargaining unit without posting. The Employer shall have the right to temporarily place an employee from within the bargaining unit on a job outside the bargaining unit for training purposes, provided the Union through its Business Manager is given prior notice of such action.

Section 6. Vacancies Outside the Parks & Recreation Dept.: From the time an employee vacates a bargaining unit position to fill a vacancy with the City that is outside of the Parks & Recreation Department, the employee shall be allowed up to ten (10) working days to return to his/her previous job without any loss of seniority or benefits derived from this Agreement.

ARTICLE XII - SICK AND ACCIDENT LEAVES

Section 1. Sick Leave Accrual: Employees who become members of this bargaining unit after January 1, 1996 shall accrue paid sick leave at the rate of one and fifty-four hundredths (1.54) hours per week for each week of employment during which the employee is actively employed, on any time of said leave for any portion of the week. Employees who were members of this bargaining unit prior to January 2, 1996 shall accrue paid sick leave at the rate of two and thirty-one hundredths (2.31) hours per week for each week of employment during which the employee is actively employed, on any type of paid leave for any portion of the week. However, if an employee is a member of this bargaining unit prior to January 2, 1996 falls within one of the four categories of sick use abuse, the employee's paid sick leave accrual rate shall drop to the rate of one and fifty-four hundredths (1.54) hours per week during any period of abuse and for one year after

removal from abuse status.

Sick leave accrual begins on the first day of employment, however, probationary employees shall not be entitled to use it until completion of ninety (90) days.

Employees who are on sick leave for a full 40 hour work week and do not have 40 hours of sick leave pay shall not accrue sick leave for that week. Employees who are in any other pay status for any portion of a work week shall accrue sick time for that week.

Section 2. Accumulation: Sick leave shall be accumulated and carried over from year to year. Employees retiring because of physical disability shall be entitled to exhaust sick leave prior to effecting disability retirement.

Section 3. Abuse of Sick Leave Privileges: Use of sick leave shall be deemed abusive under the following circumstances:

1. One or more occurrences of absence charged to sick leave per month over a period of six (6) consecutive months.
2. Four or more occurrences of absence charged to sick leave in any three month period.
3. Maintaining a sick leave balance of less than forty (40) hours, through use of short, one- or two-day absences charged to sick leave, for a period of three months or longer. (This provision shall not apply to employees with one (1) year or less of service to the City.
4. Two (2) or more occurrences of absence charged to sick leave on the day before, or the day after, a scheduled holiday or vacation period within a calendar year.

Any employee who falls in any of the above four categories shall be notified in writing, with a copy to the Union, that she/he shall be required to submit a medical certificate before any subsequent absence is paid as sick leave, for a period of six (6) months. Such notice shall also advise the employee of his/her right to rebut the presumption of abuse. An employee may seek to rebut the presumption of abuse through medical records or doctor's reports, for the purpose of extending the period of review prior to becoming subject to documentation requirements. Absences due to sickness or injury that are documented by medical records, or doctors reports shall not be counted as an occurrence. Absences due to the same illness or injury shall be counted as one (1) occurrence. Absences due to a Workers Compensation claim shall not be counted as an occurrence.

If an employee remains classified as an abuser of sick leave after the six-month documentation period, the City shall meet and confer with the Union as to a future course of action, including but not limited to requiring a second opinion as to the legitimacy of the claimed injury or illness.

Section 4. Monetary Credit: Accrued sick time pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employees' Retirement Fund and the Federal Social Security Program. Eligibility for accrued sick time pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this Agreement immediately prior to retirement.

Upon retirement, an employee shall receive credit for all accumulated sick time and shall be paid for said time at the following rates:

(a) \$1.00 for each hour up to and including 520 hours.

(b) Twenty-five (25) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520.

In lieu of (b) above, an employee may use such accumulated sick leave over 520 hours to purchase group health insurance the Employer is required to make available to retired employees under I.C. 5-10-8-2.6, with credit given at fifty (50) percent of the employee's hourly rate at time of retirement for each accumulated hour over 520. In the event of the retiree's death, any unused sick time benefit may be used by or paid to his/her designated beneficiary or, if no beneficiary has been designated, to the retiree's estate. Unused sick leave credit not used to purchase group health insurance may only be paid at twenty-five percent of hourly rate at time of retirement.

Section 5. Occupational Disease and Injury Leave: If a regular employee is injured by accident arising out of and in the course of his/her employment, he/she shall be paid for the remainder of any shift during which the injury occurred as if he/she had worked the entire scheduled shift.

If a regular employee is temporarily disabled as the result of such an injury, he/she shall be entitled to the benefits provided by I.C. 22-3-3-7. An employee may use sick leave during such temporary disability. However, if the employee uses sick leave during the first seven (7) calendar days of any such disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws for those first seven (7) days if the disability continues for longer than twenty-one (21) days and shall have sick leave hours used restored to him/her, up to an amount equal to the amount refunded by the employee. Furthermore, if the employee uses sick leave following, and including the eighth (8) day of such

disability, he/she shall refund to the Employer any daily or weekly benefits paid to the employee under state Worker's Compensation laws and have sick leave hours used restored to him/her up to an amount equal to the amount refunded by the employee.

The employee shall be paid, in addition to those benefits provided under state Workers Compensation laws, the difference between the employee's normal, after-tax, take-home pay and any such Worker's Compensation benefits. However, such payments shall not exceed four hundred eighty (480) hours.

Any benefits paid the employee under a personally-financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provision.

ARTICLE XIII - INSURANCE

Section 1. The Employer agrees that the basic \$250 deductible group insurance benefits, as well as the long-term disability program, currently available to all bargaining unit employees, shall remain in full force and effect for the life of this agreement. **For 1996, the employee's cost per month shall be:**

<u>Category</u>	<u>1996</u>
Employee only	\$31.25
Employee + one	\$50.00
Employee + two or more	\$77.50

For 1997 and 1998, the employee's cost for said benefits shall be no greater than 14.5% of the PERF premium for qualified retirees established for said plan. If any other

bargaining unit negotiates, or if non-union employees receive, lower co-payment rates for 1997 and 1998, the 1997 and 1998 rates set forth in this agreement shall be modified to reflect any such lower rate(s).

Section 2. Each employee who, after six years of service, retires from the City, shall receive a life insurance policy in the amount of **ten** thousand dollars (\$10,000) at no cost to the employee for the rest of his life.

Section 3. Employees who retire under the terms of any of our recognized retirement programs with the minimum of five (5) years consecutive service shall be eligible to participate in the current retirees' group plan at the rate determined by the carrier.

ARTICLE XIV - FUNERAL LEAVE

Section 1. Funeral Leave: In the case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the immediate family include: Spouse, Children/Step-Children, Parents/Step-Parents, Father/Mother-in-Law, Brothers/Sisters, Half Brothers/Sisters, Brothers/Sisters-In-Law, Sons/Daughters-in-Law, Aunts and Uncles, Grandparents/Grandparents of Spouse, Grandchildren, whether of natural relationship, legally adopted or under legal guardian of the employee. Proof may be required before granting this benefit.

ARTICLE XV - JURY DUTY LEAVE

Section 1. Eligibility and Payment: Any regular employee shall be given a leave of absence for required jury duty. Such employee, upon presentation of acceptable evidence of jury time and payment thereof, shall be paid the difference between his regular straight time wages and the jury duty payment. In addition, when subpoenaed as a witness, the same payment shall apply except that subpoenas due to secondary employment would not apply.

ARTICLE XVI - MILITARY LEAVE

Section 1. Military Duty: Regular employees covered by this Agreement who serve this Country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 2. Military Leave: All employees who are Indiana National Guard or Reserve personnel shall be entitled to a leave of absence from their respective duties pursuant to proper orders issued by the appropriate military authority with no loss of vacation or other leave time while performing military service.

Section 3. Military Pay: All employees who are Indiana National Guard or Reserve personnel shall also be entitled to leave from their duties without loss of pay for a period not to exceed fifteen days or one hundred twenty hours in a calendar year pursuant to proper orders issued by the appropriate military authority.

ARTICLE XVII - MISCELLANEOUS LEAVES

Section 1. Eligibility and Extension: Any regular employee with one (1) year or more service may be granted an unpaid leave up to thirty (30) calendar days with written approval of the Director of Parks and Recreation for purposes other than those specifically mentioned herein, except working at another job. Such unpaid leave may be extended to six (6) calendar months with the written approval of the **Director of Public Safety/Human Resources**.

Section 2. Seniority While on Leave: Any eligible employee shall accumulate seniority while on such approved leave.

ARTICLE XVIII - VACATION

Section 1. An employee shall receive two (2) weeks vacation each year to be earned from anniversary date to anniversary date, but in no case will receive more than two weeks of vacation for the first calendar year. **Thereafter, vacation will be utilized on a calendar year basis (January 1 - December 31).**

A. **Vacation Schedule:**

One (1), but less than six (6) years of service	Two Weeks (80 Hours)
Six (6), but less than fifteen (15) years of service	Three Weeks (120 Hours)
Fifteen (15), but less than twenty (20)	Four Weeks

years of service	(160 Hours)
Over twenty (20) years of	See Sections B&
service	C

B. Employees who become members of this bargaining unit after January 1, 1996 shall receive no more than four (4) weeks vacation after twenty (20) years of service.

Employees who are members of this bargaining unit prior to January 2, 1996 with less than twenty (20) years of service shall have the choice to receive a fifth week of vacation or a longevity bonus (40 hrs. x hr. rate) payable upon twenty (20) years of service and each year thereafter. The payment shall be a lump sum payment paid during the first pay period after the employee's anniversary date in the first year of eligibility and during the first pay period after January 1 of each year thereafter. This choice must be made by August 1 of the prior year.

Current employees with twenty (20) years or more service as of December 31, 1995 shall have the choice of taking a fifth week of vacation or receiving the longevity payment. This initial choice for 1996 and 1997 must be made by October 1, 1996, and the choice for 1998 must be made by August 1, 1997.

B.C. One week's vacation may be taken one day at a time, provided request for such time off is given 24 hours in advance, and seniority will be used to grant such requests, keeping in mind the workload needs of the Department.

Section 2: Employees on unpaid leave of thirty (30) calendar days or more shall not earn vacation during the period of time on such leave.

Section 3. Requested Time of Vacation: Subject to the requirements of the work, the Employer shall grant individual vacation leave requests with respect to time in accordance with seniority, with the following exception: Until an employee reaches twenty (20) years of service, he shall be restricted to one week's vacation time between April through September. At the twenty year level, an additional week may be granted during this period.

Section 4. Holiday During Vacation: When a paid holiday falls within an employee's approved vacation period, he shall be granted one (1) extra paid vacation day for such holiday.

Section 5. No Cash Payment or Carryover: Vacation leave must be taken during the calendar year in which it was granted. An employee cannot receive a cash payment in lieu of vacation, nor accumulate vacation time from one year to the next. An employee previously ill or off because of an occupational injury will not lose his vacation time. This time can be carried into the new year and shall be scheduled as soon as possible.

Section 6. Vacation at Termination: An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive, WITH HIS FINAL CHECK, VACATION PAY DUE for the contract year in which he is laid off or terminated on a prorated basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

ARTICLE XIX - PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances, employees shall receive **six (6)** days personal time, commencing with the completion of one (1) year of service. Employees shall **with five years or more of service shall** receive **seven (7)** days personal time each calendar year.

A new employee is entitled to one (1) personal day for each three-month period worked, from date of hire to completion of one (1) year of service. In no case will a new employee receive more than four personal days during his/her first, full calendar year of employment.

Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. The employee will advise the Employer in advance of the absences. Personal time may be taken in four (4) hour increments. **In addition, one (1) day or eight (8) hours of personal time may be taken in one (1) hour increments.**

ARTICLE XX - SEPARABILITY CLAUSE

Section 1. Should any Article, Section, or portion of this Agreement be held unlawful and unenforceable by any court of competent and final jurisdiction, such decision of the Court shall apply only to the specific Article, Section, or portion involved and shall not invalidate the remaining portions of this Agreement.

ARTICLE XXI - SUCCESSOR CLAUSE

Section 1. The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana, and its successors, assigns, and/or future assignees, and shall be unaffected by any reorganization, reclassification, merger, or any other change in the legal status of the Department of Parks and Recreation of the City of Fort Wayne.

Section 2. The work historically performed by members of the bargaining unit described in this agreement, shall remain in the jurisdiction of the bargaining unit on all property owned and operated by the Department of Parks and Recreation.

ARTICLE XXII - WAGES

Section 1. Skill Based Compensation. The City of Fort Wayne and Union have agreed to establish a Labor/Management Committee to set Skill Based Compensation (SBC) standards and rates. The Skill Based Compensation shall be primarily designed for skilled trades. Not all employees will be eligible for Skill Based Compensation. A Skill Based Compensation program shall be in place by January 1, 1997.

Section 2. Signing Bonus. Each employee shall receive a signing bonus which is 2.5% of the rate for all hours compensated each employee beginning on January 1, 1996 through August 2, 1996. Employees eligible for the signing bonus shall be employed by the Parks Department on August 5, 1996.

Section 3. Wage Schedule. Effective January 1, 1996 and continuing for the life of this agreement, the City shall pay the employee's portion of PERF contributions. Hourly

wage rates for the bargaining unit employees are listed on Appendix A. Wage increase are as follows: 1996 wage increase at 2.5% over 1995 wages; 1997 wage increase at 3.0% over 1996 wages; 1998 wage increase at 3.0% over 1997 wages.

ARTICLE XXIII - WITNESSETH

It is agreed by and between the City of Fort Wayne, Indiana, and the International Brotherhood of Electrical Workers Local 723 that this document, including attached supplements, shall constitute and be the entire Agreement between the parties in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the term of this Agreement on any negotiable issues or subjects except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

FOR THE CITY:

Paul Helmke
Mayor

Carol Kettler Sharp
Board of Park Commissioners

J. T. McCaulay
City Attorney

Payne D. Brown
Director of Public Safety/Human Resources

Robert C. Arnold, Director
Parks & Recreation Department

FOR THE UNION:

Ron Bame
Business Manager

Bruce Getts
Business Representative

Joseph Weigel
Committee Member

Rick Smith
Committee Member

Elmer Lee Cooley
Committee Member

Thomas Ransom
Committee Member

Gerald Greene
Committee Member

Three Year Summary - Wage Scale

IBEW Local 723 - Parks and Recreation Department

Effective August 5, 1996

CLASSIFICATION / TITLE	A	B	C	D	E	F	G
	1996 - 2.5%			1997 - 3%		1998 - 3%	
	First 12 Months **	Over 12 Months	Signing Bonus	First 12 Months **	Over 12 Months	First 12 Months **	Over 12 Months
Working Leader	11.035	12.684	375.00	11.702	13.450	12.053	13.854
Drafting/Engineering Technician	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Security Electrician	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Park Person A	11.035	12.684	375.00	11.367	13.065	11.708	13.457
Fleet Mechanic	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Small Motor Mechanic	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Welder	10.623	12.210	348.00	10.941	12.576	11.269	12.953
High Ranger Operator	10.623	12.210	348.00	10.941	12.576	11.269	12.953
Electrician	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Plumber	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Heavy Equipment Operator	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Carpenter	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Mason/Carpenter	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Grounds Maint A	10.231	11.760	348.00	10.941	12.576	11.269	12.953
Painter	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Landscape Gardner	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Greenhouse Gardener	10.231	11.760	348.00	10.538	12.113	11.269	12.953
Relief Person	9.909	11.390	336.00	10.207	11.732	10.513	12.084
Storekeeper	9.909	11.390	N/A	10.207	11.732	10.513	12.084
Painter B	9.909	11.390	336.00	10.207	11.732	10.513	12.084
Gardener	9.909	11.390	336.00	10.207	11.732	10.513	12.084
*Special Equipment Operator	9.908	11.388	N/A	10.204	11.729	10.510	12.081
*Recreation Stock Person	9.908	11.388	N/A	10.204	11.729	10.510	12.081
Ball Diamond Person	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Garbage Truck Operator	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Grounds Equipment Operator	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Park Person C	9.511	10.932	324.00	9.918	11.400	10.266	11.800
Mechanic Helper	9.511	10.932	N/A	9.918	11.400	10.266	11.800
*Recreation Leader A	9.511	10.932	N/A	9.796	11.260	10.089	11.597
Garden Helper	9.185	10.558	312.00	9.460	10.874	9.744	11.200
Greenhouse Helper	9.185	10.558	312.00	9.460	10.874	9.744	11.200

* = These three (presently vacant) positions shall be eliminated if not filled by December 31, 1998.

** = In the Parks and Recreation Department.

SEASONAL RATES:	1996	1997	1998
Seasonal Employee - 1st year	4.75	5.15	5.25
Seasonal Employee - 2nd year	4.80	5.25	5.50
Seasonal Employee - 3rd year	4.95	5.50	5.75
Seasonal Employee - 4th year	5.05	5.75	6.00
Seasonal Employee - 5th year	5.25	6.00	6.25